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**FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS**

City Council Meeting
09:00 a.m. November 10, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Special Tribute and Proclamation to Veterans
- JROTC Color Guard
- National Anthem
- Invocation
- Video Tribute
- Service themes by Master Bagpiper – Ian Briggs
- Proclamations:
 - Veterans Appreciation Day
 - World Pancreatic Cancer Day
 - American Education Week
- Approve the minutes of regular meeting on October 27, 2015

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a “first-come, first-served” basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Ben Lee - Guns and Violence.
2. Dorothy Billings – Sustainability.

II. CONSENT AGENDA ITEMS 1 THROUGH 13

NOTICE: Items listed under the “Consent Agendas” will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the “Consent Agendas” and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see “**ATTACHMENT 1 – CONSENT AGENDA ITEMS**” for a listing of all Consent Agenda Items.)*

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

1. DER2015-00001- Community Investments Plan 2015 - 2035.
(Deferred October 6, 2015)

RECOMMENDED ACTION: Return the Community Investments Plan 2015-2035 adopted by the MAPC on August 20, 2015 to the MAPC for further consideration of any revisions deemed appropriate and necessary.

IV. NEW COUNCIL BUSINESS

1. Public Hearing and Tax Exemption Request, B & B Airparts, Inc. (District IV)

RECOMMENDED ACTION: Close the public hearing and approve first reading of the ordinance granting B & B Airparts, Inc. a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

2. Authorization of the Second Five-Year Tax Exemption, Coxco, LLC/Cox Machine Inc. (District V)

RECOMMENDED ACTION: Approve the second five year 100% ad valorem tax exemption for Coxco, LLC/Cox Machine, Inc.

3. Authorization of the Second Five Year Tax Exemption, Piping & Equipment Company, Inc. (District VI)

RECOMMENDED ACTION: Approve the second five-year 87.5% ad valorem tax exemption for Piping & Equipment Company, Inc.

4. Restated and Amended Economic Development Grant Agreement with Beechcraft Corporation and Textron Aviation. (District II)

RECOMMENDED ACTION: Approve the Restated and Amended Economic Development Grant Agreement and authorize the necessary signatures.

5. Ordinance Repealing Section 12.04.080 of the Code of the City of Wichita Relating to Trains.

RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

6. Charter Ordinance Pertaining to Salaries and Election of Mayor and City Council Members and Repealing Existing Charter Ordinances 43, 130, 140, 148, 179, 187, 188, and 208; Ordinance Amending Section 2.56.030 of the Code of the City of Wichita Regarding Campaign Finance.

RECOMMENDED ACTION: Place the charter and regular ordinances on first reading and authorize the necessary signatures.

7. 2016 Performance Contracts for Cultural Funding Operational Grants.

RECOMMENDED ACTION: Approve 31 Performance Contracts for Cultural Funding Operational Grants for Fiscal year 2016.

8. Temporary City Operation of Brooks Landfill.

RECOMMENDED ACTION: Approve the budget adjustments and authorize the creation of nine limited positions at Brooks Landfill.

9. Water and Sewer Utilities Optimization.

RECOMMENDED ACTION: Approve the contract with CH2M Hill, authorize the necessary signatures, and authorize the necessary budget adjustments.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE:Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

NOTICE:The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion. Carole Trapp Housing Member is also seated with the City Council.

Carole Trapp Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 13)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated November 2 and 9, 2015.

RECOMMENDED ACTION: Receive and file report; approve the contracts; and authorize the necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Alfred Abdelmaseh	Shesha Lounge**	360 N. Rock Road
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Phillip L Near	Jump Start #4***	3805 West 21st Street North

* Tavern (less than 50% of gross revenues from sale of food)

**General/Restaurant (need 50% or more gross revenue from sale of food)

***Retailer (Grocery stores, convenience stores, etc.)

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grants.

RECOMMENDED ACTION: Approve the agreements/contracts and authorize the necessary signatures.

5. Minutes of Advisory Boards/Commissions:

Wichita Employees' Retirement System, September 16, 2015

RECOMMENDED ACTION: Receive and file.

6. Amendment of Contract Legal Services, Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

7. Child Advocacy Center (CAC) Capital Contribution.

RECOMMENDED ACTION: Approve the expenditure of \$250,000 from General Fund for a capital contribution to the CAC and authorize any necessary budget adjustments.

8. Over - Estimate Bid for Sanitary Sewer Improvements to Serve Whispering Lakes Estates Addition. (District II)

RECOMMENDED ACTION: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

9. 2015 and 2016 Arterial Street Water Main Replacement and Relocation.

RECOMMENDED ACTION: Approve the project, adopt the resolution, and authorize the necessary signatures.

10. 2016 Traffic Signalization Program.

RECOMMENDED ACTION: Approve the project and locations for construction, adopt the resolution, approve the budget, and authorize the necessary signatures.

11. Second Reading Ordinances: (First Read October 27, 2015)

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

None

II. CONSENT HOUSING AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Carole Trapp, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

12. * Agreement Relating to the Airport Garage Construction Contract Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

13. * WAA Report of Board of Bids and Contracts Dated November 2 and 9, 2015.

RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: DER2015-00001: Community Investments Plan 2015-2035 (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Unfinished Business

Recommendation: Return the Community Investments Plan 2015-2035 to the MAPC for further consideration of any revisions deemed appropriate and necessary.

Background: In 2011, the City of Wichita and Sedgwick County initiated a process to develop the Community Investments Plan to replace the current joint City and County Comprehensive Plan which dates back to 1993. A more current and relevant plan is needed to provide a policy framework and set priorities to guide future public investments in municipal buildings and infrastructure. In 2012, the City and County partnered with WSU to undertake a comprehensive assessment of all City and County infrastructure and facilities. A Plan Steering Committee was jointly appointed by the Wichita and Sedgwick County Managers in late 2012 to begin the development of a new City/County comprehensive plan. Seven of the Steering Committee members are also members of the Metropolitan Area Planning Commission (MAPC).

During 2013 and 2014, the Steering Committee developed and evaluated three possible long-term growth scenarios for Wichita. Following an extensive community engagement process in the spring and summer of 2014, a preferred growth scenario was selected by the Committee to serve as the basis for the development of the new comprehensive plan.

In March 2015, the Steering Committee released the draft Community Investments Plan 2015-2035 for public review and feedback. The Planning Department organized four public open house events and provided over 40 presentations (April through June) to over 700 people. Feedback was also received utilizing the Activate Wichita website. The Steering Committee met in late June to finalize changes to the draft Plan based upon feedback received from the community engagement process and two workshops with the Wichita City Council in April and June. In late June and early July, staff briefed the members of the Sedgwick County Board of Commissioners on the draft Plan.

Notice of a public hearing date of August 20, 2015, for the Metropolitan Area Planning Commission (MAPC) to consider the proposed adoption of the final draft Community Investments Plan 2015-2035 as the new Comprehensive Plan for Wichita-Sedgwick County was published in the official City and County newspaper on July 30, 2015. In early August 2015, staff presented the final draft of the Community Investments Plan to the six District Advisory Boards (DAB's) for the City of Wichita. All six DAB's voted unanimously to recommend that the Plan be adopted as the new comprehensive plan for Wichita and Sedgwick County. At the public hearing held on August 20, 2015, the MAPC unanimously approved a resolution adopting the Community Investments Plan 2015-2035 as the new Comprehensive Plan for Wichita-Sedgwick County. Existing adopted neighborhood and area plans were also adopted as elements of the new Plan.

This Plan does not take effect until it is approved by the governing bodies of the City of Wichita and Sedgwick County. On October 6, 2015, the City Council considered a recommendation to approve the Community Investments Plan. Council passed a motion to defer action on the Plan until the November

10, 2015 Council meeting in order to see what action the County Commissioners take on the Plan at the November 4, 2015 County Commission meeting. On November 4, 2015, the County Commissioners passed a motion to return the Plan to the MAPC with a list of recommended changes for further consideration by the MAPC (see Attachments).

Analysis: The attached Community Investments Plan 2015-2035 adopted by the MAPC is submitted to the Wichita City Council for approval as the new joint comprehensive plan for Wichita-Sedgwick County. It is a high-level policy plan that provides guidance for future Wichita growth, sets overall community investment priorities, and provides a decision-making framework to guide future public infrastructure investment decisions. The following is a listing of new and/or significant elements of the Plan:

- A new Plan Vision Statement along with seven Core Community Values and five overarching Plan Guiding Principles to help set high-level context and guidance for future land use development and investment in public infrastructure;
- A new focus on future public infrastructure investment priorities;
- A new 2035 Urban Growth Areas Map and a 2035 Wichita Future Growth Concept Map;
- A new Wichita Urban Infill Strategy to support and facilitate greater levels of infill and redevelopment in Wichita's mature urban areas - to meet market demand and capitalize on the City's existing infrastructure investments;
- A Plan Elements section containing 10 goals and 46 strategies that set overall infrastructure investment priorities across the categories of: Funding and Financing; Transportation; Water, Sewer and Stormwater; Arts, Culture and Recreation; and Public Safety;
- A three-level Infrastructure Investment Decision-making Framework to systematically guide future public project spending decisions in a manner that supports community priorities, reflects willingness to pay, and is coordinated with market-driven growth.

Comprehensive plan approval procedures set forth in KSA 12-747(b) allow a governing body the option to return an adopted plan back to the planning commission for further consideration, together with a statement specifying the basis for a failure to approve or disprove the plan. Given the action taken on the Plan by the County Commissioners at their meeting of November 4, 2015, it would be appropriate for the City Council to return the Plan to the MAPC to consider any revisions that the City Council may deem appropriate and necessary.

Financial Considerations: Approving the Community Investments Plan 2015-2035 involves no commitment of funding for the City of Wichita. Any City of Wichita funding of projects identified in the Plan will require future City Council action.

Legal Considerations: The MAPC, in accordance with Kansas state statutes, published the required public hearing notice in the official City and County newspaper on July 30, 2015, held a public hearing for the proposed Community Investments Plan 2015-2035 and approved a resolution adopting the Community Investments Plan 2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan on August 20, 2015. The adopting ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council return the Community Investments Plan 2015-2035 adopted by the MAPC on August 20, 2015 to the MAPC for further consideration of any revisions deemed appropriate and necessary.

Attachments: Certification of Adoption of the Wichita-Sedgwick County Comprehensive Plan
Community Investments Plan 2015-2035 (including MAPC Resolution)
Community Investments Plan Appendix
MAPC Minutes
Ordinance
DAB memo
Sedgwick County Commissioners Recommended Plan Changes, November 4, 2015

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 16, 2015
ORDINANCE NO. 50-089

AN ORDINANCE ADOPTING THE COMMUNITY INVESTMENTS PLAN
2015-2035 AS THE NEW WICHITA-SEDGWICK COUNTY
COMPREHENSIVE PLAN.

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 *et seq.*, the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010 and 2011; and

WHEREAS, the Comprehensive Plan may be amended or a new Comprehensive Plan developed and adopted to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, the City of Wichita and Sedgwick County in collaboration with the Wichita-Sedgwick County Metropolitan Area Planning Commission, did initiate the development of a new Comprehensive Plan in 2011; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 *et seq.* to hold a public hearing; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give notice by publication in the official City and County newspaper on July 30, 2015, of a public hearing to consider the adoption of a new Comprehensive Plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on August 20, 2015, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to the said adoption of a new Comprehensive Plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on August 20, 2015, did approve a Resolution adopting the *Community Investments Plan 2015-2035* as the new Wichita-Sedgwick County Comprehensive Plan, and also adopting those neighborhood and area plans itemized on Attachment "B" of said Resolution as elements of the *Community Investments Plan 2015-2035*, which Resolution has been submitted to the Wichita City Council and the Board of County Commissioners of Sedgwick County for consideration.

NOW THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The City of Wichita hereby approves the *Community Investments Plan*

2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan, including those neighborhood and area plans itemized on Attachment “B” to the Resolution of the Wichita-Sedgwick County Metropolitan Area Planning Commission dated August 20, 2015.

SECTION 2. Notice of this action shall be transmitted to the Sedgwick County Board of County Commissioners and to all other taxing subdivisions in the planning area that request a copy of the plan.

SECTION 3. This Ordinance shall take effect and be in force from and after this adoption by the Governing Body and publication in the official City newspaper.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this date _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE AUGUST 20, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: DER2015-00001 - Public hearing to consider adoption of the Final Draft Community Investments Plan 2015-2035 as the new Wichita-Sedgwick County Comprehensive Plan, and as supplemented by current elements adopted by amendment to the existing comprehensive plan.

Background: In 2011, the City of Wichita and Sedgwick County initiated a process to develop the Community Investments Plan to replace the current joint City and County Comprehensive Plan which dates back to 1993. A more current and relevant plan is needed to provide a policy framework and set priorities to guide future public investments out to the year 2035 in municipal buildings and infrastructure (e.g. libraries, public safety buildings, streets, bridges, parks, water supply, sanitary and storm sewer, culture, and recreation, etc.).

In 2012, the City and County partnered with WSU to undertake a comprehensive assessment of all City and County infrastructure and facilities. A Plan Steering Committee was also jointly appointed by the Wichita and Sedgwick County Managers in late 2012 to begin the development of a new comprehensive plan. Seven of the 18-member Steering Committee are also members of the MAPC.

During 2013 and 2014, the Steering Committee developed and evaluated three possible long-term growth scenarios for Wichita. Following an extensive community engagement process in the spring and summer of 2014, a preferred growth scenario was selected by the Committee to serve as the basis for the development of the new comprehensive plan.

On January 22, 2015, the MAPC received a briefing and update on the development of the working draft plan. In March 2015, the Steering Committee released the draft *Community Investments Plan 2015-2035* for public review and feedback. The Planning Department organized four public open house events and provided over 40 presentations (April through June) to over 700 people on the draft Plan. Feedback was also received through the *Activate Wichita* website. The Steering Committee met on June 24, 2015 to finalize changes to the draft Plan based upon feedback received from the community engagement process and two workshops held with the Wichita City Council in April and June. In late June and early July, staff briefed the members of the Sedgwick County Board of Commissioners on the contents of the draft Plan.

On July 16th, the Advance Plans Committee passed a motion recommending that the MAPC set a public hearing date to consider the proposed adoption of the final draft *Community Investments Plan 2015-2035* as the new Comprehensive Plan for Wichita-Sedgwick County.

In early August 2015, staff presented the final draft of the Community Investments Plan to the six District Advisory Boards (DAB's) for the City of Wichita. All six DAB's voted unanimously to recommend that the Plan be adopted as the new comprehensive plan for Wichita and Sedgwick County.

Analysis: The final draft *Community Investments Plan 2015-2035* is recommended to the MAPC by the Plan Steering Committee for adoption as the new joint comprehensive plan for Wichita-Sedgwick County. It is a high-level policy plan that provides guidance for future Wichita growth, sets overall community investment priorities, and provides a decision-making framework to guide future public infrastructure investment decisions.

PLAN SUMMARY- What's new and/or significantly different compared with our existing comprehensive plan...

- A new *Plan Vision Statement* along with seven *Core Community Values* and five overarching *Plan Guiding Principles* to help set 'high-level' context and guidance for future land use development and investment in public infrastructure.
- A new focus on future public infrastructure investment priorities.

- A new 2035 *Urban Growth Areas Map* and a 2035 *Wichita Future Growth Concept Map*.
- A new *Wichita Urban Infill Strategy* to support and facilitate greater levels of infill and redevelopment in Wichita's mature urban areas - to meet market demand and capitalize on the City's existing infrastructure investments.
- A *Plan Elements* section containing 10 goals and 46 strategies that set overall infrastructure investment priorities across the categories of: *Funding and Financing*; *Transportation*; *Water, Sewer and Stormwater*; *Arts, Culture and Recreation*; and *Public Safety*.
- A three-level *Infrastructure Investment Decision-making Framework* to systematically guide future public project spending decisions in a manner that supports community priorities, reflects willingness to pay, and is coordinated with market-driven growth.

Recommended Action: That the Metropolitan Area Planning Commission adopt the resolution adopting the final draft Community Investments Plan 2015-2035 dated July 1, 2015 as the new Comprehensive Plan for Wichita-Sedgwick County (Attachment A), and also adopting those neighborhood and area plan itemized on Attachment B as elements of the Community Investments Plan 2015-2035. Notice of this action shall be transmitted to the City Council of the City of Wichita and to the Sedgwick County Board of County Commissioners for their consideration and adoption.

Attachments:

1. Resolution.
2. Attachments A - Final Draft *Community Investments Plan 2015-2035* dated July 1, 2015. This link will provide electronic access to the Plan document:

<http://www.wichita.gov/Government/Departments/Planning/Pages/Comprehensive.aspx>

3. Attachment B - Listing of neighborhood and area plans adopted as elements of the Final Draft *Community Investments Plan 2015-2035* dated July 1, 2015.

DAVE BARBER, Planning Staff presented the Staff Report. He recognized Cindy Miles, Co-Chair of the Comprehensive Plan Steering Committee. He gave a brief overview of the Plan starting with a pie chart depicting where CIP dollars come from and another pie chart depicting where CIP dollars are spent. He reviewed the engagement process and meetings held with various groups and stakeholders and how the Plan was developed including the Plan Vision Statement and guiding principles. He reviewed the seven (7) Core Community Values for framework of the Plan and the five (5) Guiding Principles.

BARBER reviewed future land use policies and commented that adopted neighborhood plans will be included because they provide additional policy guidance and more detail. He referred to the 2035 Urban Growth Areas Map for each city in Sedgwick County. He said the map was developed after a discussion with each city regarding future development and infrastructure needs, and it updates the current map developed in 2005. He referred to the Wichita Future Growth Concept Map which he indicated was very generalized and conceptual. He mentioned that the two (2) growth categories depicted on the map include new residential growth areas and new employment areas which will help the City better anticipate and plan for public infrastructure that will support market driven development. He mentioned population growth rates and job growth rates over the next 20 years. He said those are aggressive projections but the Plan Steering Committee felt like the community needed to aspire towards accelerated

growth if the community is going to be successful over the next 20 years. He also referred to the “established central area of the community” bounded by Ridge Road on the west, 29th Street on the north, Rock Road on the east and Pawnee Avenue on the south. He said it is projected that over the next 20 years, 12% of the City’s growth will occur in this area. He mentioned the four (4) key strategies of the Urban Infill Strategy.

WARREN asked about projections for additional multi-family.

BARBER said the Plan does not specifically identify multi-family; however, staff believes the majority of development will be multi-family residential. He said as community demographics change there will probably be more rental properties and multi-family development. He said by the year 2025-2030, half of all households will only have one person living in them.

RICHARDSON asked about Plan integration with the Transit Authority.

BARBER commented that the development that is being forecast in this Plan will probably not happen without transit improvements. He said the Transit Plan has not been finalized because they are adding routes to enhance service. He said the short answer would be yes.

BARBER continued reviewing Locational Guidelines and the Wichita Urban Infill Strategy. He said the Plan identified four (4) barriers to accelerated infill including neighborhood opposition, regulatory barriers, old infrastructure, and land assembly and financing issues. He said strategies were developed to help solve those barriers.

MCKAY asked about enlarging the growth pattern area on the map and referenced testimony the Steering Committee received from developers. He said infill inside that area is a lot more expensive than on the fringes.

WARREN (Out @3:30 p.m.)

BARBER said although this is not a hard line in the sand, it is the key target area for now. However, he added that there will be other infill opportunities outside of this area. He said staff will review and amend the Plan on an annual basis and make adjustments based on the market. He said the Plan is intended to be dynamic and flexible as the City moves forward.

RICHARDSON commented that transit would make those areas attractive as infill. He said it does not appear to him that transit is being coordinated with where development could occur in the future.

BARBER commented that two pieces of the Plan talk about transit and added that public investment in transit is a medium investment item, not a low priority. He referenced Page 31 of the Plan and quoted a general statement about transit.

RICHARDSON said transit can be key and mentioned that in Washington, DC and other cities being near the Metro is a key point for property values because you can’t move the Metro. He said here, it seems like Transit moves the routes every six (6) months which does not encourage development. He said Wichita needs to think about how they can encourage that to help development in the future.

BARBER commented that was a good point.

BARBER continued the presentation by mentioning the ten (10) goals and 46 strategies scattered among the five (5) Plan chapters that were developed to set policy guidance for public infrastructure spending and investment. He said the categories were funding and financing; transportation; water, sewer and stormwater; arts, culture and recreation; and public safety. He reviewed each category, the priority of the category and the goals and strategies for each.

BARBER reviewed Plan Implementation including a list of proposed projects and costs allocated by the three (3) categories which were maintain and replace; enhance and expand. He said there is a gap of approximately \$9.5 billion between project costs versus forecasted revenues. To address this issue he said the Plan included Infrastructure Investment Decision Making Framework which was a three level systematic analysis to evaluating projects by merit and detail, funding and relation to the CIP Program.

BARBER concluded by mentioning addition of a commitment to monitoring, reviewing and amending the Plan to keep it current and relevant. He briefly summarized what was new in the Plan including the vision statement, the seven (7) core community values and five (5) guiding principles, a Plan that is strongly focused on public infrastructure priorities, updated Urban Growth Area Map, updated Wichita Growth Concept Map, new urban infill strategy, plan elements to set priorities and infrastructure spending, three level investment decision marking framework and a commitment to keeping the Plan relevant and current.

BARBER said the Plan received unanimous approval from all six (6) District Advisory Boards, and staff plans to present the Plan to both the City Council and County Commission in early October for final approval.

CINDY MILES, 1506 EAST 59th STREET SOUTH, WICHITA, KANSAS said this has been an extensive process for this Committee and feels they have done their research, listened to a lot of input from professionals, city staff and people in the community. She said she thinks it is a good plan. She said she wanted to tell everyone present who served on the committee for the past 2 ½ years how much she appreciates the work they did on the Plan. She urged the Commission to support the Plan and make sure that in the future the Plan is used as a tool not put on a shelf.

JOHN STEVENS, 3125 EAST BOSTON said he spent a lot of time with members of the Comprehensive Plan Steering Committee watching them agonize over what to put in and take out to balance the Plan the best way they could. He referenced his work in the gas and oil industry and commented that the maps they used were mostly “hope sheets”. He said he didn’t want to call this Plan a hope sheet because there was a lot more science used in development of this Plan. He said the Comprehensive Plan Steering Committee were dedicated and staff did a wonderful job. He said this is not a perfect plan but it makes you think about where we are going in the future. He said he thinks it’s an important process to do as much planning as you can and, he urged the Commission to vote yes on the Plan.

J. JOHNSON thanked Cindy Miles for going above and beyond as Co-Chair of the Steering Committee and the extra time and effort she put in going out into the community to make presentations on the Plan.

DENNIS commented that the Plan has been before the Advance Plans Committee several times. He wanted to echo Commissioner Johnson's comments and added that he thinks staff has done tremendous job, and he appreciates all the hard work.

FOSTER said he also wanted to commend staff. He said as a Committee member he wanted to recognize the input and effort staff made to go out and seek input from the community. He said he thinks the plan is well done graphically and is easy to read, and it represents the community at this point in time very well.

MILLER STEVENS said as a member of the Committee she was always encouraged by the work everyone did on the Plan. She said she believes it is a good document to move forward with and encouraged everyone to support the Plan.

MOTION: To adopt the resolution adopting the final draft Community Investments Plan 2015-2035 dated July 1, 2015 as the new Comprehensive Plan for Wichita-Sedgwick County, and also adopting those neighborhood and area plans itemized on Attachment B as elements of the Community Investments Plan 2015-2035.

J. JOHNSON moved, **FOSTER** seconded the motion, and it carried (10-0).

Attachment

**Sedgwick County Commissioners Recommended Plan Changes,
November 4, 2015**

In 1985, Sedgwick County voters approved a countywide one-cent sales tax to help maintain or construct road projects as well as reduce property tax. The one-cent sales tax revenue distribution formula is determined by statute and is based on local jurisdiction property tax mill levy rates as well as population. It is imperative that this revenue stream remain and that it continues to be distributed as it has been since 1985. Sedgwick County funds portions of the Kellogg improvement project among other road projects but also funds agencies and services to the benefit of all Sedgwick County citizens.

I WOULD SUGGEST THE LANGUAGE BE PLACED UNDER:

Pg. 3 under: **Setting Our Public Infrastructure Investment Priorities**

and

Pg. 39 under: **Infrastructure Investment Decision-making Framework**

**Submission from
Commissioner Jim Howell**

Suggested Changes

Submission from
Commissioner Richard Ranzau

Plan Introduction and Overview

Plan Introduction

Why This Plan

The State of Kansas requires cities and counties to have a comprehensive plan in order to exercise authorized development reviews, and to guide spending decisions on public infrastructure and facilities have joint subdivision regulations.

The current joint comprehensive plan for Wichita and Sedgwick County dates back to 1993. A new plan is needed in an era of diminishing revenues and fiscal constraint.

A new joint comprehensive plan is needed to guide the future growth, development and public infrastructure investment decisions of Wichita and Sedgwick County (our community) over the next 20 years. Accordingly, this new plan is called the Community Investments Plan ... a framework for the future.

This Plan will better guide the long-term capital improvement programs for Wichita and Sedgwick County in the overall Plan context of:

- Promoting economic growth and job creation

- ~~Advancing community quality of life and safety~~
- ~~Creating a community that will attract and retain future generations~~

Setting Our Public Infrastructure Investment Priorities

Over many decades, investment in public infrastructure has shaped our community's economy and quality of life. This investment has also influenced private investment decisions in Wichita and Sedgwick County.

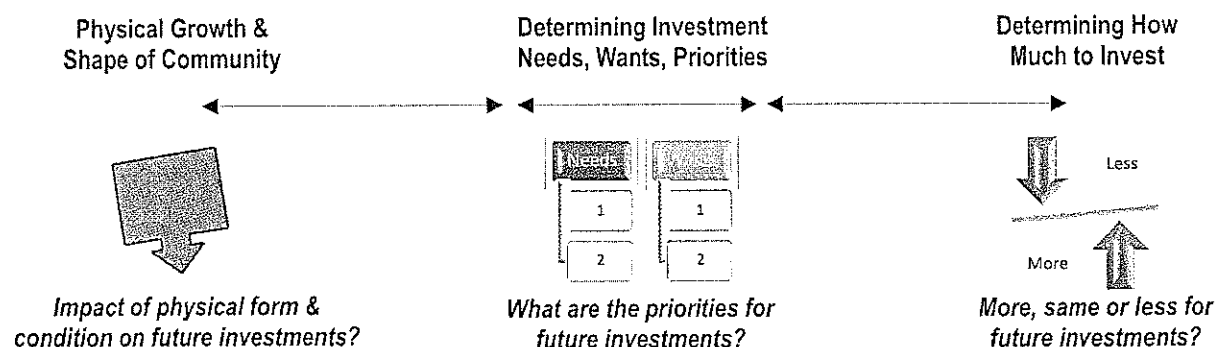
Current and future generations in Wichita and Sedgwick County will live with the infrastructure investment decisions we make today, just as we live with those decisions of past generations.

The primary public infrastructure investment challenges our community faces over the next 20 years are determining:

- How best for the City of Wichita to grow
- How much and where best to spend or not spend in terms of future City and County public infrastructure and facility investment
- How to close the long-term gap between our future investment needs and wants and our projected revenues (ability to pay)

The following graphic illustrates three key inter-related elements that ultimately shape our public infrastructure and facility investment decisions.

Community Investment Plan Development – Key Interrelated Elements



Developing the Plan

Future Land Use Policies

Introduction

The purpose of the Future Land Use Policies is to encourage orderly growth that is market driven and protects individual property rights. Everything contained herein should only be used as a “guide” and should never be viewed as the “Bible”. Protecting individual property rights and providing market driven growth must be paramount. ~~meets future market demand while considering impacts to taxpayers, developers, the environment, and the community as a whole. These policies reflect the 2035 Plan Vision Statement, Core Community Values, and Plan Guiding Policy Principles and guide future land use through the ongoing comprehensive planning process.~~

The Future Land Use Policies are comprised of the following *four components* which are described in this section of the Plan:

C. Focus funding on infrastructure and facilities that will maintain vibrancy, promote growth and secure quality of place in the Established Central Area of Wichita.

D. Review existing public infrastructure and facility assets to determine those assets which should no longer be retained by the City or County due to duplication/redundancies with private sector facilities, functional obsolescence, and/or changing community investment priorities.

Plan Element –

Transportation

Plan Context & Perspective - The realization of the 2035 Plan Vision Statement is dependent upon our community having a safe, reliable and well-connected transportation system that strategically supports economic growth and community quality of life. The term “transportation” refers to the movement of goods, people and information. Our transportation infrastructure constitutes a basic yet essential, community-sustaining investment.

Wichita’s freeway and bridge infrastructure are in good condition overall with adequate system capacity. The County’s road and bridge infrastructure are in very good repair and condition. However, decades of under-investment and deferred maintenance in Wichita’s local road system has required the City to develop an enhanced maintenance strategy for its local road infrastructure. Additional expenditures are needed to maintain Wichita’s local road system.

~~Decades of under-investment in Wichita’s long-established public transit system have~~
~~has resulted in minimal service levels, low ridership and future financial instability.~~
~~Elected officials should be prepared to make important and necessary changes even if~~
~~they are unpopular. Modifications should be made so that the public transit system~~
~~can be operated with existing funding sources. Funding from road and bridge projects~~
~~should not be diverted to provide additional funding for public transit nor should tax~~
~~increases be sought for this purpose. Serious consideration should be given to~~
~~privatizing the public transit system. Expanding the current system into a regional~~
~~transit system would be costly, inefficient, and imprudent.~~

~~Additional investment in Wichita’s public transit system would be needed in order to~~
~~achieve the system’s financial stability and retain public transit service.~~

For Wichita, the level of investment priority over the next 20 years varies across the major transportation infrastructure categories as follows:

~~Low priority - new bypasses~~ public transit

~~Low-medium priority - freeway enhancements - new bypasses~~

~~Medium-high priority - public transit~~ free way enhancements

~~Very high priority - local streets and bridges~~

Our Transportation Goals & Strategies

Goal 1 - Preserve and maintain a safe, cost-effective and reliable transportation system that strategically supports the economic growth, vitality and quality of life aspirations of our community.

Strategies:

- A. Develop and implement a transportation asset management system that effectively uses available funds.
- B. Make transportation infrastructure investments, particularly integrated transportation technology enhancements, that support and reflect Wichita's 2035 Future Growth Concept and Urban Infill Strategy.
- C. Allocate additional funding (without any tax increase) for the long-term maintenance and replacement of Wichita's existing local road and bridge infrastructure.
- D. Invest in new or existing transportation infrastructure that directly supports additional job growth, especially of an advanced manufacturing or high-tech nature.

Goal 2 - Improve and increase the movement of goods, ~~and people and information with better connectivity and mobility options in our community.~~

Strategies:

- A. ~~Develop and implement a community wide, public and/or private broadband infrastructure and high speed internet access plan to support future job and employment growth.~~
- B. Develop and implement a long-term public transit system plan that reflects the realistic needs of our community and fits within current funding constraints.
- C. ~~Improve our community connectivity and safety through the implementation of~~ Wichita's Bicycle Master Plan and Pedestrian Master Plan, and promoting linkages to surrounding cities in the County. Note: Walking and bicycling are certainly good

forms of exercise and recreation. However, given the regional climate and dispersed community development they are not viable transportation options and therefore should not be considered part of the transportation system.

- D. Coordinate and integrate local transportation infrastructure plans with the Wichita Area Metropolitan Area Organization (WAMPO) long-range regional transportation infrastructure plan.

Plan Element –

Water, Sewer & Stormwater

Plan Context & Perspective - The realization of the 2035 Plan Vision Statement is predicated upon our community securing a long-term water supply, and having well-maintained water treatment/distribution, sewer collection/treatment and stormwater/flood management systems. These constitute essential, community-sustaining services. They represent a basic yet essential public investment that supports future job growth and a strong economy.

Decades of under-investment and deferred maintenance in Wichita's water, sewer and stormwater infrastructure requires the City to be aggressive in protecting what assets it already has (especially replacing aging pipe infrastructure) and making future water and sewer facility enhancements to meet required treatment and discharge standards. Additional investment in our community water, sewer and stormwater infrastructure and facilities is necessary ... securing a long-term water supply is critical to the future of our community.

The funding/financing, maintenance, replacement and enhancement of our public water, sewer and stormwater infrastructure and facilities is a *high-very high investment need* for our community over the long term.

Our Water, Sewer and Stormwater Goals & Strategies

Goal 1 - Provide a well-maintained long-term water supply, treatment and distribution system that supports the economic growth, vitality and quality of life aspirations of our community.

Strategies:

Plan Context & Perspective - Having a “quality living environment and active, healthy lifestyles with access to arts, culture and recreation” is specifically referenced in the 2035 Plan Vision Statement. One of the five Plan Guiding Policy Principles is to Invest in the Quality of Our Community Life. It is evident that community quality of life investments are important to residents of our community and are an essential means of supporting future job growth and a strong economy.

Arts, culture and recreation quality of life investments refer to capital, maintenance and operational spending in the general categories of parks and open space; recreation facilities; libraries; and, arts, culture and entertainment. From a public infrastructure perspective, appropriately funding, maintaining and expanding our arts, culture and recreation quality of life investments is an overall *medium-high priority investment need* for our community over the long term.

Our Arts, Culture and Recreation Goals & Strategies

Goal 1 - Improve quality of life and healthy lifestyles for all through an accessible system of premier arts, culture, library, recreation and open space facilities.

Strategies:

- A. Review and update the *Wichita Parks, Recreation and Open Space Plan* to ensure that future planned parks/open space and recreation facility investments (capital, maintenance, operations) strategically integrate with County regional parks and open space investments, and remain consistent with our community priorities and willingness to pay.
- ~~B. Develop and implement a joint City/County integrated cultural arts/quality of life facilities investment plan to achieve better planning, coordination, integration and maximization of City and County quality of life community investments.~~
- C. Utilize relationships with private and not-for-profit organizations and secure dedicated funding sources for the construction, maintenance and operation of our quality of life investments (includes park/open space, recreation, library and cultural arts facilities).
- D. Employ best management practices/systems to properly maintain our existing quality of life facilities.
- E. Review and update the Wichita Public Library System Master Plan to ensure our city-wide system of library facilities and associated technologies remain relevant to the evolving library needs of our community.

- ~~F. Develop and implement a “built environment” strategic plan that better promotes healthy community lifestyles, neighborhood and community connectivity, resource conservation, protecting the City’s urban forest in public spaces, and multiple-use integration of our parks, open space and stormwater management systems.~~
- G. Establish a task force to ~~i~~ Identify opportunity areas and regulatory adjustments necessary to support agri-tourism in the unincorporated areas of Sedgwick County.

Plan Element –

Public Safety

Plan Context & Perspective - Having a “safe community” is specifically referenced in the 2035 Plan Vision Statement. From a public infrastructure perspective, appropriately maintaining and expanding our fire, police and EMS facilities is a *high priority investment need* for our community over the long term.

Our Public Safety Goals & Strategies

Goal 1 - Provide efficient and effective police, fire and EMS public safety service facilities that meet current and future community needs.

Strategies:

- A. Identify opportunities for collaborative partnerships, joint-funding and joint-use agreements, and sharing of facilities between public safety government agencies.
- B. Evaluate the merits of City/County public safety services consolidation as an option to provide for more coordinated and cost-effective public safety facility operations and service delivery.
- C. Ensure that service and facility planning for police, fire and EMS service delivery addresses current and future community needs, adapts to future patterns of growth, and supports neighborhood-based safety initiatives within the City of Wichita.
- D. Establish performance measures that evaluate functional relevancy, need and effective utilization of our public safety service facilities.

Plan Implementation

DAB Summary

DER2015-01 Community Investment Plan

DAB I: The Plan was presented at the District I Advisory Board meeting on August 3, 2015. DAB Members had the following questions and concerns:

- They were curious as to how the County Commission will receive the Plan. Staff said they will be meeting with them on August 18th.

The action from the Board was to recommend that MAPC approve the plan. The motion passed 6-0.

DAB II: The Plan was presented at the District II Advisory Board on August 10, 2015. DAB Members had the following questions and concerns:

- Are there any plans for acquiring funding for these projects? **A:** The City is looking at different options and ways to do the projects.
- The \$9.5 billion is such a huge gap, it's difficult to even comprehend. **A:** You have to consider that for more than 20 years maintenance was under-funded.
- This plan makes me nervous, especially with what's going on at the County right now. I'm afraid that Arts and Culture will be eliminated due to infrastructure needs. I would contend that Arts and Culture is just as important to a community as infrastructure.

The action from the Board was to recommend that the MAPC adopt the final draft *Community Investments Plan 2015-2035* as the new joint comprehensive plan for Wichita-Sedgwick County. The motion passed 8-0 with one DAB member requesting that the concerns about Arts and Cultural funding be noted.

DAB III: The Plan was presented at the District III Advisory Board on August 5, 2015. DAB Members had the following questions and concerns:

- One DAB member stated that he believes that the City really needs to focus on salvaging and saving neighborhoods, possibly using public/private partnerships for the areas where it is an entire block of blighted houses. He felt that neighborhoods were getting progressively worse.
- Another DAB member stated that she felt that it was a very well developed plan.

The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 10-0.

DAB IV: The Plan was presented at the District IV Advisory Board on August 3, 2015. DAB Members had the following questions and concerns:

- The DAB members collectively wanted to know what the chances were that the County would cooperate on the plan. Staff's response was that there is no guarantee, but they feel that this plan provided a better framework to address previous County concerns.

The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 8-0.

DAB V: The Plan was presented at the District V Advisory Board on August 10, 2015.

DAB Members had the following questions and concerns:

- One DAB member wanted to know if infill development meant the City buying land from people or developers buying property, the answer given was that infill development referred to methods to make infill opportunities for developers easier through financing, code issues, and public/private partnerships.
- Another DAB member wanted to know how much the City can depend on the County to partner on the plan, the answer given was that it's a wait and see situation but that the City and County have partnered for almost 60 years. It was also noted that the County had involvement in the process including Commissioner Ranzou sitting on the steering committee.

The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 9-0.

DAB VI: The Plan was presented at the District VI Advisory Board on August 3, 2015.

DAB Members had the following questions and concerns:

- One DAB member asked whether the focus on infrastructure and infill was expected to have an effect on the value of land and community demographics. The response provided stated that across the nation, more residents are locating in urban centers and that as downtown areas improve, the value of land naturally increases, as well. As for the demographics, a lot of factors contribute to a community's demographics and therefore changes could not be predicted from the plan alone.
- Another DAB member asked if incentives were provided to encourage developers to build on empty lots in the city's center? The response stated that yes, there were incentives, such as tax credits and incentives for rehabilitating existing buildings.
- A third DAB member inquired about the potential for increased retail in the downtown area. The response provided stated that business is market driven and as more people move into the city's center, there could be a sufficient market for certain types of retail in the future. No special incentives are being provided to attract these business above and beyond what is already being provided.
- A fourth DAB member inquired about the plan's approach to the transit system. The member was reminded that the plan establishes general guidelines and priorities, but that the City Council and departments would need to develop concrete strategies for addressing specific initiatives and needs.

The action from the Board was a motion to recommend that the MAPC approve the plan. The motion passed 6-0.

**CERTIFICATION OF ADOPTION OF
THE
WICHITA-SEDGWICK COUNTY COMPREHENSIVE PLAN**

I, W. David Barber, Interim Director of the Metropolitan Area Planning Department, and Interim Secretary for the Metropolitan Area Planning Commission, hereby certify that the attached *Community Investments Plan 2015-2035* is a true and correct copy of the new Wichita-Sedgwick County Comprehensive Plan adopted by the Metropolitan Area Planning Commission on August 20, 2015.

A handwritten signature in black ink, appearing to read 'W. David Barber', is positioned above a horizontal line.

W. David Barber, Interim Director
Metropolitan Area Planning Department



Community **Investments** *Plan*

...a framework for the future, **2015-2035**

A New Comprehensive Plan for Wichita-Sedgwick County

Adopted by the Wichita-Sedgwick County Planning Commission on August 20, 2015



Sedgwick County...
working for you



RESOLUTION

WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

WHEREAS, pursuant to the authority granted by the statutes of the State of Kansas, in K.S.A. 12-747 et seq., the Wichita-Sedgwick County Metropolitan Area Planning Commission developed a Comprehensive Plan, adopted by the City of Wichita and Sedgwick County in 1993, and amended in 1996, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010 and 2011; and

WHEREAS, the Comprehensive Plan may be amended or a new Comprehensive Plan adopted to ensure it reflects timely and relevant information and the needs of the community; and

WHEREAS, before the adoption of any Comprehensive Plan or amendment thereto, the Wichita-Sedgwick County Metropolitan Area Planning Commission is required by K.S.A. 12-747 et seq. to hold a public hearing; and


WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission did give due and proper notice by publication in the official City and County newspapers on July 30, 2015, of a public hearing to be held to consider the adoption of a new Comprehensive Plan; and

WHEREAS, the Wichita-Sedgwick County Metropolitan Area Planning Commission, on August 20, 2015, did hold a public hearing at which a quorum was present, and did hear all comments and testimony relating to said adoption of a new Comprehensive Plan;

NOW, BE IT THEREFORE RESOLVED, the Wichita-Sedgwick County Metropolitan Area Planning Commission duly assembled, hereby adopts the Community Investments Plan 2015-2035, dated July 1, 2015 and attached herein as Attachment "A", as the new Wichita-Sedgwick County Comprehensive Plan, and also adopts those neighborhood and area plans itemized on Attachment "B" as elements of the Community Investments Plan 2015-2035, dated July 1, 2015.

BE IT FURTHER RESOLVED, that notice of this action be transmitted to the City Council of the City of Wichita and to the Sedgwick County Board of County Commissioners for their consideration and adoption.

ADOPTED at Wichita, Kansas, this 20th day of August, 2015.

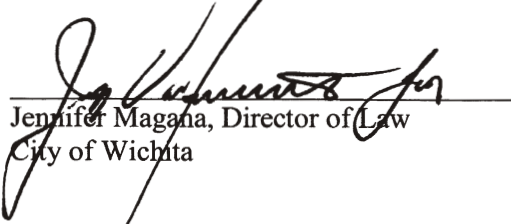


Matt Goolbsy, Chairman
Wichita-Sedgwick County Metropolitan Area
Planning Commission



W. David Barber, Interim Secretary
Wichita-Sedgwick County Metropolitan Area
Planning Commission

Approved as to Form:



Jennifer Magana, Director of Law
City of Wichita

ATTACHMENT “B”

The following Neighborhood and Area Plans and amendments thereto are hereby adopted as elements of the Community Investments Plan 2015-2035, dated July 1, 2015:

	<u>Adopted by Wichita City Council</u>	<u>Adopted by Sedgwick County Board of Commissioners</u>
Center City Neighborhood Revitalization Plan	February 15, 2000 Ord. No. 44-495	February 9, 2000 Res. No. 19-00
Hilltop Neighborhood Revitalization Plan	August 22, 2000 Ord. No. 44-701	August 16, 2000 Res. No. 143-00
Delano Neighborhood Revitalization Plan	March 20, 2001 Ord. No. 44-896	March 7, 2001 Res. No. 35-01
Oaklawn/Sunview Neighborhood Revitalization Plan	April 9, 2002 Ord. No. 45-299	March 20, 2002 Res. No. 37-02
South Wichita-Haysville Area Plan	April 2, 2002 Ord. No. 45-248	March 20, 2002 Res. No. 36-02
McAdams Neighborhood Plan	June 3, 2003 Ord. No. 45-726	May 14, 2003 Res. No. 114-03
Midtown Neighborhood Revitalization Plan	May 18, 2004 Ord. No. 46-179	May 19, 2004 Res. No. 87-04
21st Street North Corridor Revitalization Plan	January 4, 2005 Ord. No. 46-434	December 22, 2004 Res. No. 233-04
Urban Fringe Development Standards for Wichita and Sedgwick County	December 14, 2004 Endorsed	December 15, 2004 Endorsed
Central Northeast Area Plan Update	September 22, 2005 Ord. No. 46-657	September 14, 2005 Res. No. 158-05
South Central Neighborhood Plan	May 16, 2006 Ord. No. 47-033	May 10, 2006 Res. No. 72-06
K-96 Corridor Economic Development Plan	November 21, 2006 Ord. No. 47-304	November 15, 2006 Res. No. 166-06
47th to 55th Street South Joint Area Plan	June 17, 2008 Ord. No. 47-914	June 18, 2008 Res. No. 94-08
Wichita Parks, Recreation and Open Space Plan	January 6, 2009 Ord. No. 48-153	December 17, 2008 Res. No. 192-08
Derby-Mulvane Joint Area Plan	September 21, 2010 Ord. No. 48-832	September 8, 2010 Res. No. 155-10
Project Downtown - The Master Plan for Wichita	December 14, 2010 Ord. No. 48-919	February 23, 2011 Res. No. 29-11



CommunityInvestmentsPlan

...a framework for the future, 2015-2035

A New Comprehensive Plan for Wichita-Sedgwick County

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Plan Steering Committee Members

Name	Representing
Mitch Coffman	Sedgwick County Board of Commissioners
Richard Ranzau	Sedgwick County Board of Commissioners
James Roseboro	Wichita City Council
Gary Schmitt	Wichita City Council
David Foster	Metropolitan Area Planning Commission
Matt Goolsby	Metropolitan Area Planning Commission
Joe Johnson	Metropolitan Area Planning Commission
John McKay	Metropolitan Area Planning Commission
Mitch Mitchell	Metropolitan Area Planning Commission
Bill Ramsey	Metropolitan Area Planning Commission
Debra Miller Stevens	Metropolitan Area Planning Commission
Ken Lee	Sedgwick County Association of Cities
Randy Oliver	Sedgwick County Association of Cities
Stacy Christie	Community-at-Large
Susan Estes (Co-Chair)	Community-at-Large
Bryan Frye	Community-at-Large
Julie Hedrick	Community-at-Large
Cindy Miles (Co-Chair)	Community-at-Large

Wichita-Sedgwick County Metropolitan Area Planning Department Staff Support

John Schlegel, Planning Director
 Dave Barber, Advanced Plans Manager
 Scott Knebel, Downtown Revitalization Manager
 Stephen Banks, Senior Planner
 Jess McNeely, Senior Planner
 Scott Wadle, Senior Planner
 Ashley Jones, Planning Aide
 Jim Schiffelbein, Planning Aide



Plan Introduction and Overview





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Plan Introduction

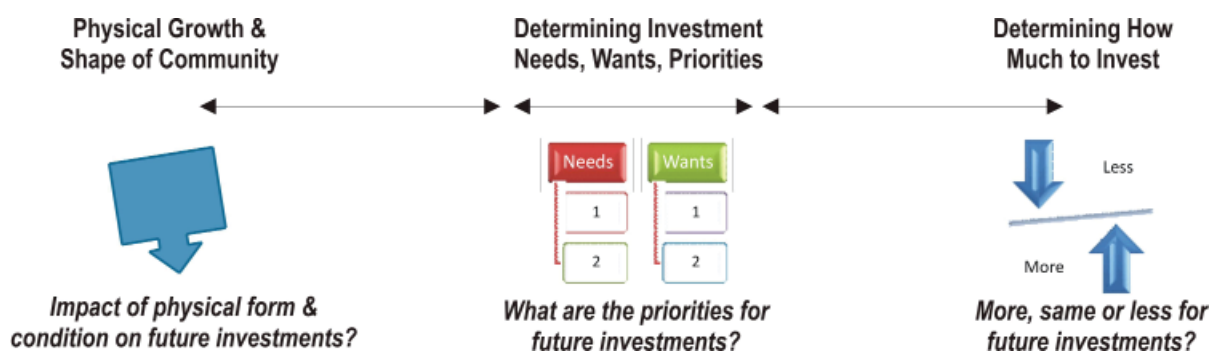
Why This Plan

- The State of Kansas requires cities and counties to have a comprehensive plan in order to exercise authorized development reviews, and to guide spending decisions on public infrastructure and facilities.
- The current joint comprehensive plan for Wichita and Sedgwick County dates back to 1993. A new plan is needed in an era of diminishing revenues and fiscal constraint.
- A new joint comprehensive plan is needed to guide the future growth, development and public infrastructure investment decisions of Wichita and Sedgwick County (our community) over the next 20 years. Accordingly, this new plan is called the Community Investments Plan ... a framework for the future.
- This Plan will better guide the long-term capital improvement programs for Wichita and Sedgwick County in the overall Plan context of:
 - > Promoting economic growth and job creation
 - > Advancing community quality of life and safety
 - > Creating a community that will attract and retain future generations

Setting Our Public Infrastructure Investment Priorities

- Over many decades, investment in public infrastructure has shaped our community's economy and quality of life. This investment has also influenced private investment decisions in Wichita and Sedgwick County.
- Current and future generations in Wichita and Sedgwick County will live with the infrastructure investment decisions we make today, just as we live with those decisions of past generations.
- The primary public infrastructure investment challenges our community faces over the next 20 years are determining:
 - > How best for the City of Wichita to grow
 - > How much and where best to spend or not spend in terms of future City and County public infrastructure and facility investment
 - > How to close the long-term gap between our future investment needs and wants and our projected revenues (ability to pay)
- The following graphic illustrates three key inter-related elements that ultimately shape our public infrastructure and facility investment decisions.

Community Investment Plan Development – Key Interrelated Elements





Developing the Plan

This Plan has been developed by an 18-member Plan Steering Committee jointly appointed by the City and County, with technical support provided by staff from the Wichita-Sedgwick County Metropolitan Area Planning Department, the City of Wichita and Sedgwick County. The Plan is reflective of the following considerations:

Existing Infrastructure Conditions Assessment (see Appendix for details)

- A comprehensive assessment of all Wichita and Sedgwick County infrastructure and facilities in 2011-12 revealed that 38% of Wichita's infrastructure is in a 'deficient/fair' condition (about 11% of the County's infrastructure is in a 'deficient/fair' condition).
- Costs of bringing existing deficient Wichita infrastructure (primarily local streets, aging water and sewer lines) up to standards is estimated at an additional \$45-55 million annually.
- Ongoing existing infrastructure replacement costs are estimated to require an additional \$102 million annually for Wichita.
- This situation is due in part to decades of under-investment in maintaining Wichita's local road, water and sewer infrastructure.

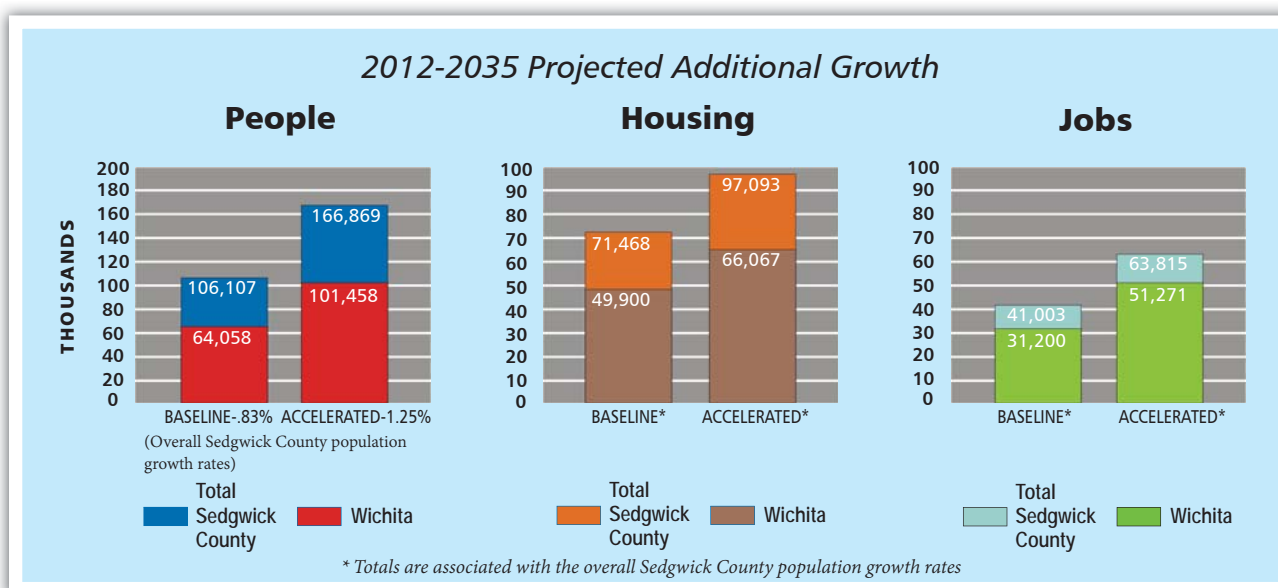
Community Trends and Challenges Ahead

(see Appendix for details)

- Our infrastructure investment decisions and future growth will be influenced by the following fiscal/economic shifts:
 - Diminishing state and federal funding for local infrastructure;
 - Slowing locally generated revenues for Wichita and Sedgwick County;
 - Rising costs of maintaining existing infrastructure and facilities; and,
 - Slowing new job creation and employment growth rates.

Population and Employment Growth Projections: 2012 to 2035 (see Appendix for details)

This Plan has been developed with a *baseline growth rate* (0.83%) and an *accelerated growth rate* (1.25%) for annual population growth and associated employment growth projections in Wichita and Sedgwick County. The accelerated growth rate is reflected in the 2035 Urban Growth Areas Map and the 2035 Wichita Future Growth Concept Map.





Preferred Wichita 2035 Growth Scenario Development (see Appendix for details)

- Three 2035 growth scenarios were developed for Wichita to illustrate a range of possible growth patterns and associated infrastructure investment impacts. These scenarios were called *Current Trends*; *Constrained Suburban Growth*; and *Suburban and Infill Growth Mix*.
- Growth and development patterns depicted in the *Suburban and Infill Growth Mix* scenario reflected a more constrained suburban growth pattern combined with increased urban infill growth in Wichita's mature urban neighborhoods (the Established Central Area). This scenario required the least amount of expansion to Wichita's existing system of infrastructure, and placed greater investment priority on maintaining our existing infrastructure and transit system. This scenario became the basis for the development of the *2035 Wichita Future Growth Concept Map*.
- There is currently a \$9-10 billion gap over the next 20 years between Wichita's planned future infrastructure and facility expenditures and its projected revenues. Different growth scenarios alone won't close this gap ... a combination of new revenues, shifting project priorities and reducing project expenditures will be necessary.

Listening to the Community (see Appendix for details)

- Most City and County residents may not be aware of the current condition of our public assets, nor may they be aware of current City and County spending plans for the maintenance and expansion of these assets. During the development of this Plan, ongoing efforts have been made to better inform and educate the community on these important issues.
- Public outreach initiatives have included a *community-wide survey*, *eight informal public open house meetings*, *nine community discussion meetings* and *over 40 presentations* to community/neighborhood groups, business organizations and service clubs. The web-based Activate Wichita engagement tool has also been utilized.

Plan Overview

Within the broader context of the 2035 Plan Vision Statement, Plan Guiding Policy Principles and the Future Land Use Policies, this Plan provides an Infrastructure Investment Decision-making Framework to guide future public investment decisions that best reflect our community's highest priority needs and wants, and "willingness to spend" on public infrastructure. This Plan is comprised of the following components:

1. 2035 Plan Vision Statement and Core Community Values

A general statement describing what we envision our community will be 20 years from now in terms of employment and quality of life opportunities:



“Building on our rich aviation and entrepreneurial heritage, Wichita-Sedgwick County is a global center of advanced manufacturing and high-tech industry and a premier service, education, health and retail center for South Central Kansas. People feel safe and enjoy affordable housing choices in diverse, vibrant neighborhoods offering unique quality living environments and active, healthy lifestyles with access to arts, culture and recreation.”





Seven core community values also collectively define our community approach and beliefs for the purposes of this Plan:

- *Common-sense Approach*
- *Fiscal Responsibility*
- *Growth-oriented*
- *Inclusiveness and Connectivity*
- *Cultural Richness*
- *Vibrant Neighborhoods*
- *Quality Design*

2. Plan Guiding Policy Principles

Five overarching themes and aspirations for our community's future. They help set relative priorities at the broadest and highest levels for future public infrastructure and facility investment decisions:

1. Support an Innovative, Vibrant and Diverse Economy

2. Invest in the Quality of Our Community Life

3. Take Better Care of What We Already Have

4. Make Strategic, Valued-added Investment Decisions

5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods

3. Future Land Use Policies

2035 Urban Growth Areas Map - Depicts the anticipated growth pattern and extension of city limits for the cities of Sedgwick County.

2035 Wichita Future Growth Concept Map - Depicts the preferred 2035 growth concept for Wichita based on projected population/employment growth rates.

Locational Guidelines - Encourages compatible and appropriate future land use change in Wichita and unincorporated Sedgwick County.

Wichita Urban Infill Strategy - Encourages appropriate infill development in Wichita's Established Central Area.

Neighborhood and area plans adopted as elements of the Wichita-Sedgwick County Comprehensive Plan will provide additional land use policy guidance as applicable.

4. Plan Elements

A set of Plan Goals and Strategies to guide public infrastructure and facility investment decisions pertaining to each of the following Plan elements:

Funding and Financing - Guidance on how we should best fund and finance our public infrastructure and facilities.

Transportation - Guidance on how we should best invest in our transportation infrastructure and facilities.

Water, Sewer and Stormwater - Guidance on how we should best invest in our water, sewer and stormwater infrastructure and facilities.

Arts, Culture and Recreation - Guidance on how we should best invest in our arts, culture and recreation facilities.

Public Safety - Guidance on how we should best invest in our public safety facilities.

Priority Enhancement Areas for Wichita Public Infrastructure Projects Map - Guidance on priority areas for aesthetic enhancements to planned City of Wichita public improvements.

5. Plan Implementation

Part 1. Infrastructure Investment Decision-making Framework

This framework is intended to help close the long-term cost/revenue gap between our currently planned future infrastructure expenditures and our projected revenues. Three different levels of evaluation are recommended for both new and replacement infrastructure projects. This encourages best practices for public infrastructure investment decision-makers. It also enables strategic investment decision-making by aligning funding priorities with community priorities as reflected in the 2035 Plan Vision Statement, Core Community Values and Plan Guiding Policy Principles.





Part 2. Plan Monitoring, Review and Amendment

An ongoing, systematic approach to monitor community change, and review and amend the Plan so that it remains relevant and appropriate for our community.

Plan Appendix

Under separate documentation, the Plan Appendix contains important and relevant background information listed below that has been helpful in shaping the development of this Plan:

- *Wichita 2035 Growth Scenarios*
- *Community Trends & Challenges Ahead*
- *Existing Conditions & Community Infrastructure Assessment*
- *Community Engagement*





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Plan Vision, Community Values and Guiding Principles





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2035 Plan Vision Statement

The 2035 Plan Vision Statement below describes what kind of future we want to help make for our community over the next twenty years based on our public infrastructure and facility investment decisions.

“Building on our rich aviation and entrepreneurial heritage, Wichita-Sedgwick County is a global center of advanced manufacturing and high-tech industry and a premier service, education, health and retail center for South Central Kansas. People feel safe and enjoy affordable housing choices in diverse, vibrant neighborhoods offering unique quality living environments and active, healthy lifestyles with access to arts, culture and recreation.”

Core Community Values

Listed below are important **Core Community Values** that define our community approach and beliefs for the purposes of this Plan. These core values collectively provide the context in which the Plan Guiding Policy Principles will be accomplished:

- **Common-sense Approach** – pragmatic; market-driven; competitive; low tax burden; appropriate/simplified regulations only as necessary; strong belief in personal rights and property rights.
- **Fiscal Responsibility** – don’t spend more than you have; spend and invest wisely; take care of what you have; build on what you have; maximize ‘return-on-investment’.

- **Growth-oriented** – innovate; re-invent; diversify; entrepreneurial; positive ‘can-do’ attitude; the future holds hope and promise.
- **Inclusiveness and Connectivity** – easy to get around; social and technological accessibility.
- **Cultural Richness** – visual and performing arts; educational achievement; diversity of cuisine; strong community events and celebrations; philanthropy; community service; value racial diversity; community pride and heritage.
- **Vibrant Neighborhoods** – care about neighbors, value condition of property, take pride in quality of place and where we live.
- **Quality Design** – value public art, attractive and sustainable design, and community aesthetics.

Plan Guiding Policy Principles

The following **Plan Guiding Policy Principles**:

- Represent the overarching themes, aspirations and actions for our community’s future,
- Reflect the 2035 plan vision statement and our core community values,
- Guide future land use policies and the plan element goals and strategies,
- Help set relative priorities at the broadest and highest levels for future investment decisions and funding/expenditure reductions.

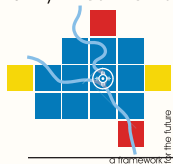
1 . Support an Innovative, Vibrant and Diverse Economy

Without good jobs and opportunities for all to prosper, our vision and aspirations as a community cannot be achieved.

Core Community Value Elements

Common-sense Approach: Promote an environment of low taxes and reasonable regulation





Fiscal Responsibility: Target economic development investments in areas with the greatest public return

Growth-oriented: Focus on innovation and diversification for start-ups, entrepreneurship and growing existing businesses

Inclusiveness and Connectivity: Improve transportation connections to businesses for employees and customers of all incomes and abilities

Cultural Richness: Encourage a culture of corporate philanthropy and encourage culturally-diverse business areas

Vibrant Neighborhoods: Support neighborhood-scale business development

Quality Design: Utilize aesthetic and cohesive treatments in major business areas to encourage compatibility with adjacent businesses and residential areas

2. Invest in the Quality of Our Community Life

Quality of life is important to both current and future residents of our community and is essential to support job growth and a strong economy.

Core Community Value Elements

Common-sense Approach: Ensure that basic services are delivered efficiently and effectively

Fiscal Responsibility: Make strategic investments in public resources and facilities that will benefit current and future residents

Growth-oriented: Foster quality of life amenities that attract and retain talented workers

Inclusiveness and Connectivity: Provide equitable access to arts, culture and recreation

Cultural Richness: Support broad-based diversity in quality of life opportunities, events and facilities

Vibrant Neighborhoods: Provide safe, active and healthy living environments in all neighborhoods

Quality Design: Make strategic investments in iconic facilities that create a community of distinction

3. Take Better Care of What We Already Have

Maintaining and preserving existing infrastructure and community facilities is a high priority for citizens, supports economic growth and quality of life/place, and makes sound fiscal sense.

Core Community Value Elements

Common-sense Approach: Invest in maintenance first

Fiscal Responsibility: Establish long-term maintenance programs based on asset life-cycle

Growth-oriented: Leverage maintenance investments to promote infill development

Inclusiveness and Connectivity: Take a systems and networks-based approach

Cultural Richness: Re-invest in public facilities and infrastructure throughout our community

Vibrant Neighborhoods: Invest in existing neighborhood stability, redevelopment and growth

Quality Design: Consider life-cycle costs





4. Make Strategic, Valued-added Investment Decisions

Our limited public resources must be focused on infrastructure and community facility investments that best support the vision for our future. Priority will be given to projects that support economic growth and job diversification, are multi-purposed and have multiple impacts for the greatest benefit to our community.

Core Community Value Elements

Common-sense Approach: Use the comprehensive plan to guide capital improvement programming

Fiscal Responsibility: Ensure that our investments are scale-appropriate and maximize economic and social returns that are measurable

Growth-oriented: Tie major infrastructure investments to economic development

Inclusiveness and Connectivity: Focus major transportation investments on critical community-wide connections

Cultural Richness: Make strategic long-term investments in cultural facilities

Vibrant Neighborhoods: Use multi-faceted and strategic approaches

Quality Design: Use context-sensitive design for infrastructure projects



5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods

Growth can be expected to occur in all parts of our community and should be supported. Established neighborhoods will receive more attention than has been given in previous comprehensive plans in order to promote growth and maintain vibrancy/quality of place.

Core Community Value Elements

Common-sense Approach: Target areas of greatest opportunity

Fiscal Responsibility: Establish a funding mechanism for the additional maintenance costs of existing and new infrastructure

Growth-oriented: Support growth in all areas of our community

Inclusiveness and Connectivity: Promote physical, social and economic accessibility and connectivity for all

Cultural Richness: Enhance existing cultural facilities

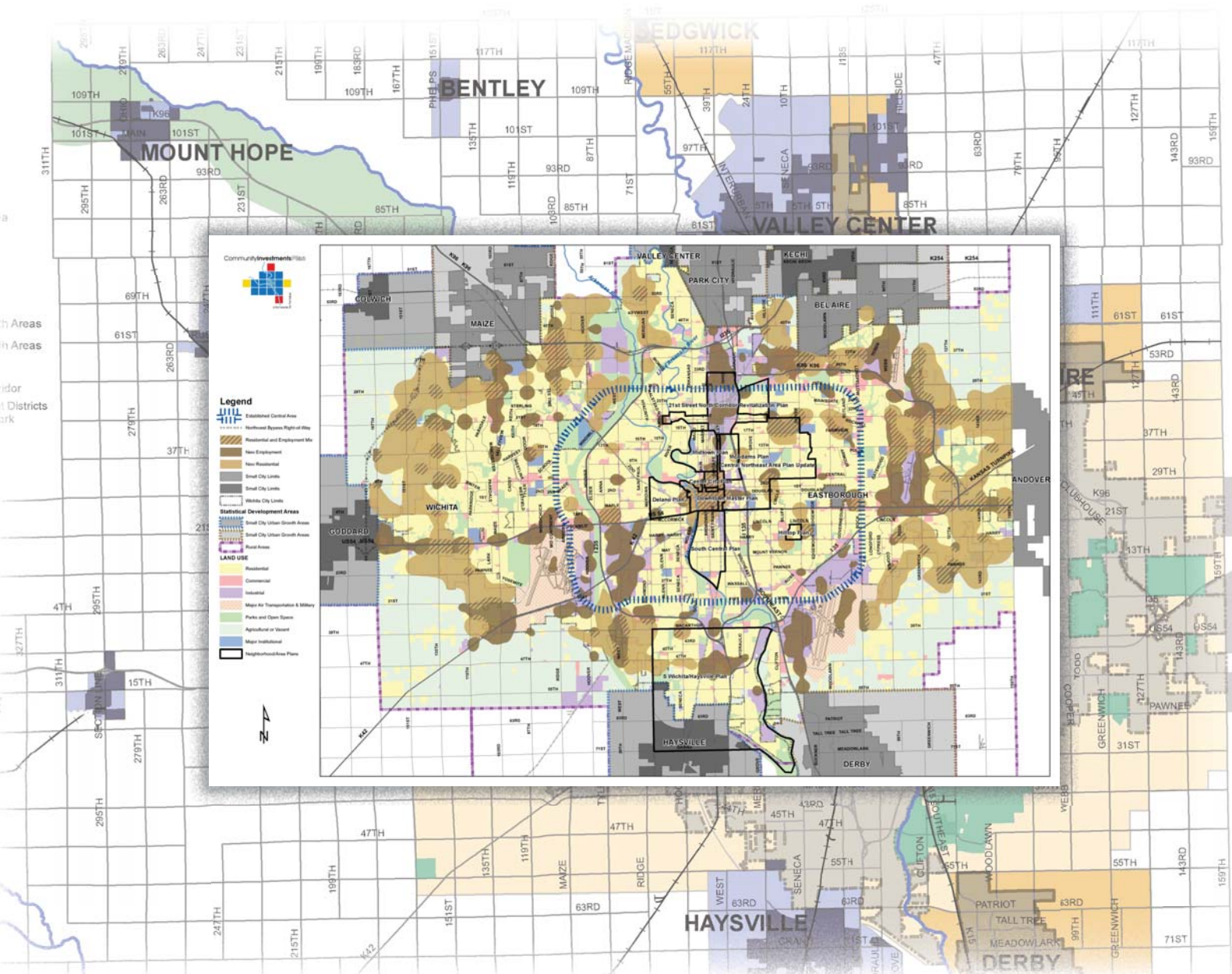
Vibrant Neighborhoods: Focus growth in established neighborhoods and encourage infill development programs

Quality Design: Support infill project designs that enhance value in existing neighborhoods





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Future Land Use Policies



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Future Land Use Policies

Introduction

The purpose of the Future Land Use Policies is to encourage orderly growth that meets future market demand while considering impacts to taxpayers, developers, the environment, and the community as a whole. These policies reflect the 2035 Plan Vision Statement, Core Community Values, and Plan Guiding Policy Principles and guide future land use through the ongoing comprehensive planning process.

The Future Land Use Policies are comprised of the following *four components* which are described in this section of the Plan:

1. 2035 Urban Growth Areas Map

Depicts anticipated long-term growth patterns for the cities of Sedgwick County. These areas are not prescriptive or binding in nature but serve as a reasonable indication as to where the future efficient and fiscally responsible extension of public infrastructure, services, and corporate limits could occur by 2035.

2. 2035 Wichita Future Growth Concept Map

Depicts the preferred 2035 future growth concept for Wichita. This concept is based upon projected population and employment growth rates, reflects the Plan Guiding Policy Principles, and strategically guides future public investment that supports the growth of Wichita.

3. Locational Guidelines

Provide a framework for decision-making regarding land use changes so as to: encourage patterns of development that efficiently and effectively use land, public infrastructure, and services; strive for compatibility among various land uses; and, promote quality of place through design.

4. Wichita Urban Infill Strategy

Focuses on Wichita's Established Central Area (comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius)

and 'areas of opportunity' within it that have the most vacant/underutilized parcels where infill development can reverse patterns of abandonment and decline. The strategy provides a framework for addressing: regulatory barriers; infrastructure in need of modernization; neighborhood concerns about different housing types or incompatible uses; difficulties with land assembly and financing; and, preserving areas of stability.

These *four components* constitute the Future Land Use Policies. To ensure needed flexibility in the application of the Future Land Use Policies, it is important to continue to modify land use implementation tools such as the zoning and subdivision regulations to maintain consistency with the Plan as it is amended in the future.

Adopted Neighborhood and Area Plans

Neighborhood and area plans adopted as elements of the Wichita-Sedgwick County Comprehensive Plan will provide additional land use policy guidance as applicable, to supplement the overall guidance provided by the Future Land Use Policies.





1. 2035 Urban Growth Areas Map

(Refer to fold-out map on page 19)

2. 2035 Wichita Future Growth Concept Map

(Refer to fold-out map on page 20) The *2035 Wichita Future Growth Concept Map* visually portrays the goals and policies of the Wichita-Sedgwick County Comprehensive Plan. It generally illustrates anticipated development patterns and provides a generalized guide to future land use, development and rezoning decisions within the City of Wichita and its 2035 urban growth area. The categories shown are intended to provide a generalized guide to land use based upon functional use classifications, rather than by type of facility or type of ownership. The small-scale nature of the map does not allow for detailed assessment on an individual parcel basis. Suitability of future development at the site-specific, facility level needs to be determined based upon existing land uses and zoning, along with the Locational Guidelines and Wichita Urban Infill Strategy, as applicable. Development proposals that do not exactly match these guides but reflect market place demand should be given reasonable consideration, if they do not present extraordinary new public infrastructure or service burdens on the community.

Established Central Area: Comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius, the Established Central Area is the focus area for the Wichita Urban Infill Strategy.

New Residential: Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well, based upon market-driven location factors. In certain areas, especially those in proximity to existing industrial uses, highways, rail lines, and airports, pockets of Industrial Uses likely will be developed.

New Employment: Encompasses areas that likely will be developed or redeveloped by 2035 with uses that constitute centers or concentrations of employment primarily in manufacturing, warehousing, distribution, construction, research, technology, business services, or corporate of-

fices. Major shopping centers and office parks likely will be developed within this area as well, based upon market driven location factors. In certain areas, especially those in proximity to existing residential uses, higher density housing and convenience retail centers likely will be developed. In areas where the uses are already established, pockets of industrial uses associated with extraction, processing or refinement of natural resources or recycling of waste materials likely will be developed.



New Residential/Employment Mix: Encompasses areas of land that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. Due to the proximity of higher intensity businesses uses, residential housing types within this area likely will be higher density. Due to the proximity of residential uses, employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight, and odor.



2035 Urban Growth Areas Map

(This map is not reflective of any Zoning Areas of Influence in Sedgwick County)

The 2035 Urban Growth Areas Map visually portrays the anticipated growth patterns for the cities of Sedgwick County. Municipal growth patterns that do not exactly match this guide but reflect marketplace demands should be given reasonable consideration, if they do not present extraordinary new public service burdens on the community. It is also important to note that the 2035 urban growth areas depicted are not prescriptive or binding in nature. They serve only as a reasonable indication as to where the future efficient extension of public municipal services and corporate limits could occur by the year 2035.

Small City Urban Growth Areas: Generally located adjacent to existing municipal boundaries, these areas indicate the likely direction and magnitude of growth these communities can expect to experience out to the year 2035. Determination of growth direction and amount is based upon municipal political considerations, anticipated municipal population growth, efficient patterns of municipal growth, current infrastructure limitations, cost effective delivery of future municipal services and environmental factors.

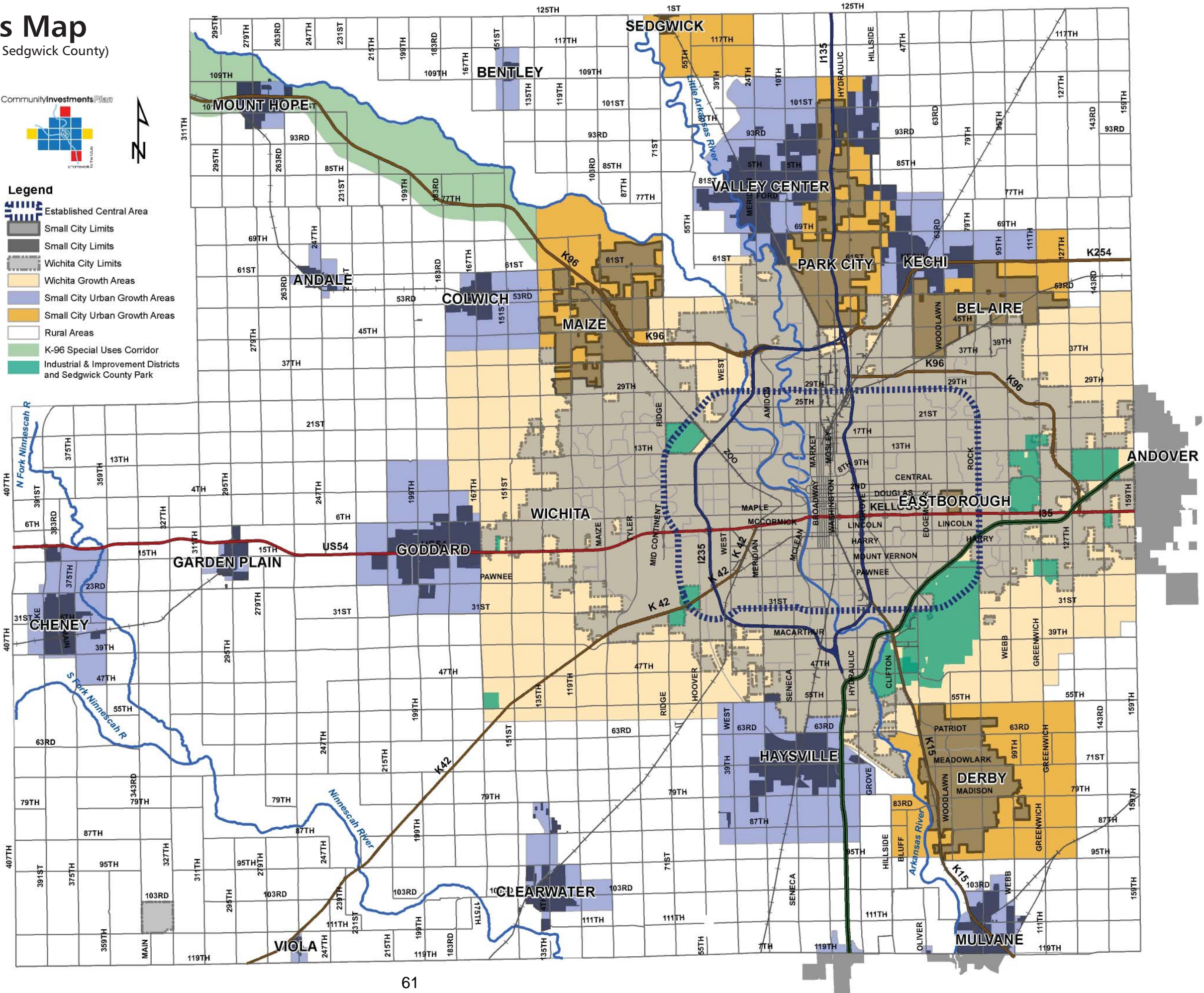
Wichita Urban Growth Area: Areas adjacent to Wichita that are primarily undeveloped but have the potential to be developed by the year 2035, based upon Wichita population growth projections and current market trends. This is the area in which City expansion and extension of municipal services and infrastructure should be focused. Determination of growth direction and amount is based upon municipal political considerations, anticipated population growth, efficient patterns of growth, current infrastructure limitations, cost effective delivery of future municipal services and environmental factors.

Established Central Area: Comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius, the Established Central Area is the focus area for the Wichita Urban Infill Strategy.

K-96 Special Uses Corridor: Encompasses areas identified in the K-96 Corridor Economic Development Plan that require special land use controls in order to ensure appropriate patterns of commercial redevelopment within the K-96 corridor. The K-96 Corridor Economic Development Plan should be consulted for more specific future land use direction.

Industrial and Improvement Districts and Sedgwick County Park: Encompasses areas within the Wichita Urban Growth Area where various legal agreements have been established to restrict Wichita city limits expansion and provide for shared delivery of municipal services by the City of Wichita, Sedgwick County, and townships.

Rural: This category encompasses land outside the 2035 urban growth areas for Wichita and the small cities. Agricultural uses, rural-based businesses, and larger lot residential exurban subdivisions likely will be developed in this area. Such development should occur in accordance with the Urban Fringe Development Standards for Wichita and Sedgwick County.

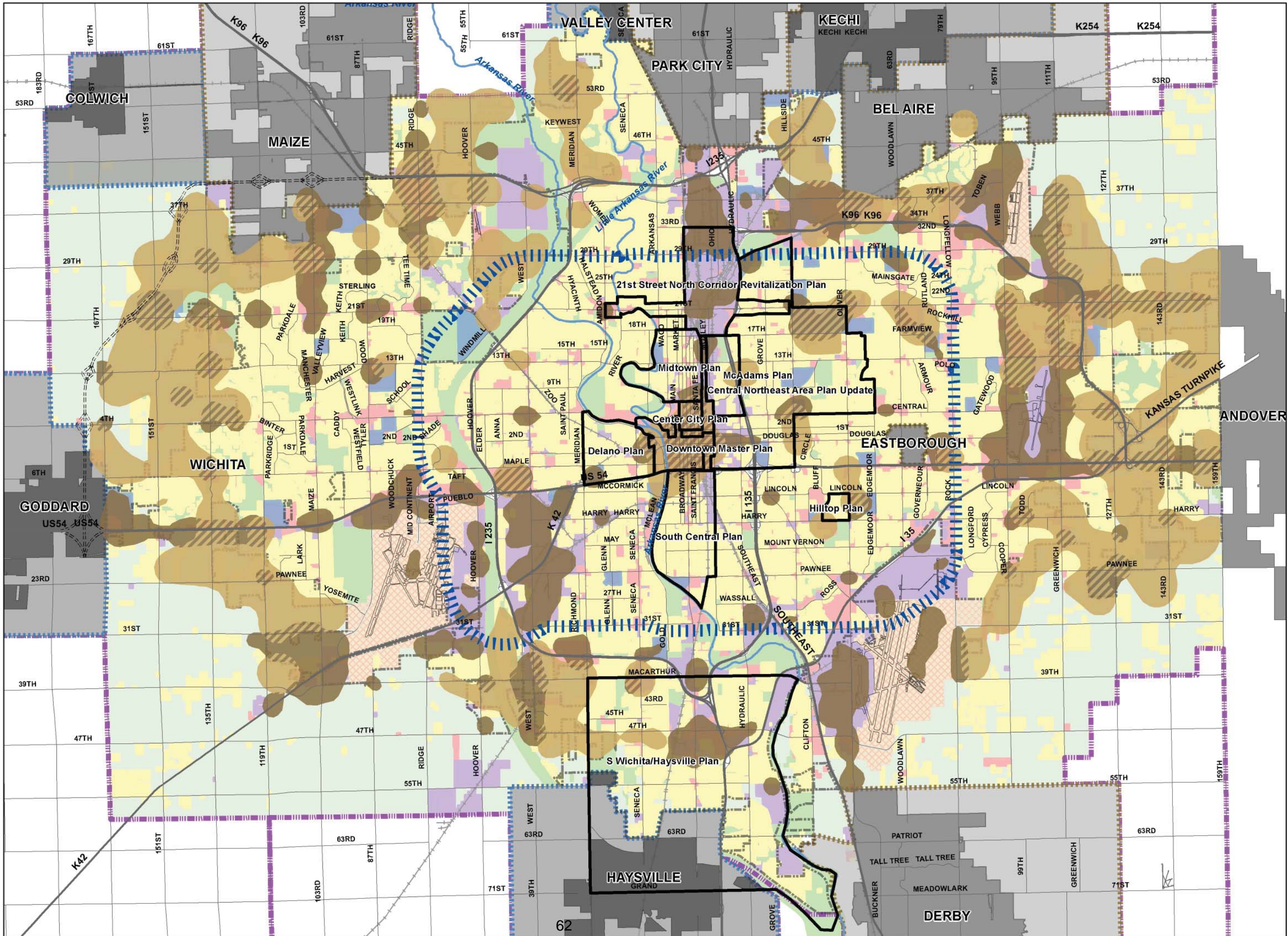




2035 Wichita Future Growth Concept Map

Legend

- Established Central Area
- Northwest Bypass Right-of-Way
- Residential and Employment Mix
- New Employment
- New Residential
- Small City Limits
- Small City Limits
- Wichita City Limits
- Statistical Development Areas**
 - Small City Urban Growth Areas
 - Small City Urban Growth Areas
 - Rural Areas
- LAND USE**
 - Residential
 - Commercial
 - Industrial
 - Major Air Transportation & Military
 - Parks and Open Space
 - Agricultural or Vacant
 - Major Institutional
 - Neighborhood/Area Plans





Residential: Encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing densities and types includes, but is not limited to, single-family detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle schools, churches, playgrounds, small parks and other similar residential-serving uses are located in these areas.

Commercial: Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to, and potentially mixed with, Residential Uses. Major destination areas (centers and corridors) containing concentrations of commercial and office uses that have regional market areas and generate high volumes of traffic are located in close proximity to major arterials or highways and typically are buffered from lower density residential areas by higher density housing types.

Industrial: Encompasses areas that reflect the full diversity of industrial development intensities and types typically found in a large urban municipality. Centers or concentrations of manufacturing, warehousing, distribution, construction, research, and technology are located in close proximity to highways and airports and may have rail service. Industrial uses associated with the extraction, processing or refinement of natural resources or recycling of waste materials typically are located along rail lines. Businesses with negative impacts associated with noise, hazardous emissions, visual blight, and odor typically are buffered from Residential Uses by Commercial Uses.

Major Air Transportation & Military: Encompasses areas that are developed with airports, airfields, and military installations. The areas surrounding these areas, particularly immediately in proximity to areas used for take-off and

approach to runways, should be protected from encroachment by uses that are negatively impacted by high levels of noise.

Parks and Open Space: Includes major parks, golf courses, public open space, private development reserves and recreational facilities/corridors (including floodplain, natural drainage channels, easements, abandoned railway corridors, etc.). More detailed maps and policies are contained in the *Wichita Parks, Recreation, and Open Space Plan*.



Agricultural or Vacant: Encompasses areas that are undeveloped or used for agricultural production. Agricultural land is an important natural resource. Pockets of low-density residential uses without the full range of municipal services likely will be developed in areas of the urban fringe that primarily are used for agriculture. Such development should occur in accordance with the *Urban Fringe Development Standards for Wichita and Sedgwick County* and should be developed in a manner that facilitates future connection to municipal services when they become available.

Major Institutional: Includes institutional facilities of a significant size and scale of operation and could include a range of such uses as government facilities, libraries, high schools, colleges, universities, cemeteries, and hospitals.





Neighborhood/Area Plan: Adopted neighborhood and area plans have been designated on the map. These plans should be consulted for specific future land use direction.

3. Locational Guidelines

The Locational Guidelines provide a decision-making framework regarding land use changes. This decision-making framework is comprised of three key elements - **Development Pattern**, **Land Use Compatibility**, and **Design**. These elements encourage patterns of development that efficiently and effectively use land, public infrastructure, and services; strive for compatibility among various land uses; and, promote quality of place through design. Within each of these elements, guidance is provided according to the following geographic areas:

1. **General** (applicable throughout the entire Plan area)
2. **Established Central Area** (specific to the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius)
3. **Outside Established Central Area** (specific to the remaining incorporated areas of Wichita outside the *Established Central Area*, and also including Wichita's 2035 Urban Growth Area)
4. **Rural Area** (specific to the unincorporated areas of Sedgwick County located outside the 2035 Urban Growth Areas)

Geographic Area	Development Pattern	Land Use Compatibility	Design
General	p. 22	p. 23	p. 24
Established Central Area	p. 22	p. 24	p. 25
Outside Established Central Area	p. 23	p. 24	p. 25
Rural Area	p. 23	p. 24	p. 25

These Locational Guidelines should be used with a sense of flexibility supplemented by guidance contained in neigh-

borhood and area plans adopted as elements of this Plan; small city comprehensive plans; and other state-of-the-art planning principles and practices as circumstances warrant.

Development Pattern

1. General

- a. Development should occur where necessary supporting infrastructure and services exist or are planned for extension concurrently with the development.
- b. Discourage development from occurring in aquifer recharge, flood prone, high ground water, wetland, and unsuitable soil areas.
- c. Major commercial and employment centers should be located at intersections of arterial streets and along highways and commercial corridors.
- d. Industrial uses should be located in areas with good access to highways, rail lines, and airports.
- e. Higher-density residential uses and neighborhood-serving retail and office uses should buffer lower-density residential uses from major commercial and employment centers and industrial uses.
- f. Primary outdoor sales uses should be located along highway corridors or in areas where the uses have already been established.
- g. Support expansion of existing uses to adjacent areas.
- h. Development near primary and secondary gateways identified on the *Priority Enhancement Areas for Wichita Public Infrastructure Projects Map* should be oriented primarily towards destination retail (such as: regional shopping centers, entertainment complexes, national retailers with limited locations) and hospitality.

2. Established Central Area

- a. Encourage infill development that maximizes public investment in existing and planned infrastructure and services.
- b. Promote mixed-use redevelopment of existing commercial centers and along arterial streets.
- c. Promote downtown as the region's preeminent walk-

“...strive for compatibility among various land uses; and, promote quality of place through design...”

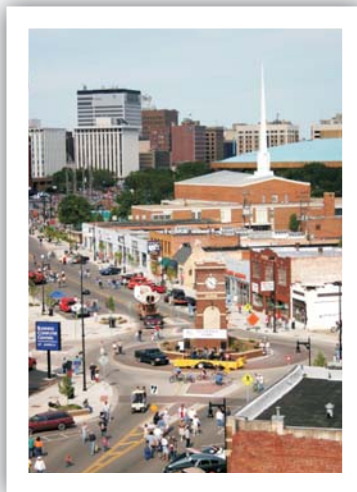




able, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities.

3. Outside Established Central Area

- a. Strip commercial development along arterials should be discouraged except along established commercial corridors and highways.
- b. Major commercial development should be guided to the intersection of two arterial streets.
- c. Small, neighborhood-serving retail and offices uses and high-density residential uses not located at arterial intersections should be limited to the intersection of an arterial and a collector street.
- d. Low-density residential uses should be buffered from commercial and industrial areas by open space, water bodies, changes in topography, or major barriers such as arterial streets or highways.
- e. New development areas separated from existing developed areas by major barriers (such as: highways, railroads, waterways, and airports) or by significant open space or undeveloped areas should be discouraged unless the scale of the development is sufficient to support the cost of extending infrastructure and services in a manner that sup-



ports additional development on surrounding sites.

- f. New development in areas where city growth areas abut should be coordinated among the affected cities, particularly as it relates to street connectivity and land use compatibility.

4. Rural Area

- a. Outside the 2035 Urban Growth Areas, commercial/industrial development should be limited to the following: agricultural-oriented uses; rural home occupations; natural resource dependent; convenience services; highway-oriented services at interchange areas; or uses that need significant buffering from residential areas (to mitigate nuisance or hazard impacts).

- b. Urban-density development is discouraged from locating in rural areas, and rural-density development should be located in accordance to the *Urban Fringe Development Standards for Wichita and Sedgwick County*.

Land Use Compatibility

1. General

- a. Higher-intensity development should be discouraged from locating in areas of existing lower-intensity development, particularly established low-density residential areas.
- b. Industrial and major commercial land uses that generate pollution, odor, noise, light, safety hazards, and high levels of traffic should be located away from residential areas and developed with screening, buffering, and site design features sufficient to mitigate adverse impacts.
- c. Residential development should not encroach upon existing or planned heavy industry, airfields, and military installations.
- d. Manufactured home parks (as distinguished from manufactured home subdivisions) should be located on large



tracts and buffered from lower-density residential areas by physical barriers (e.g., freeways, drainage ways, railway, etc.).

2. Established Central Area

- a. Neighborhood-serving retail and office uses and high-density residential uses can be appropriate along arterial streets on small infill sites near residential uses or through conversions of residential structures if appropriate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding residential are provided and the scale of the development is appropriate for its context.
- b. Accessory dwelling units, duplexes, and small-scale multi-family developments can be appropriate in existing residential areas if appropriate site design limits adverse impacts on surrounding residential uses, the design of the buildings is compatible with existing residences, and the scale of the development is compatible with the intensity of the surrounding area.

3. Outside Established Central Area

- a. Except in mixed-use developments, residential and non-residential development areas generally should be separate and distinct with appropriate screening and buffering to ensure compatibility among land uses while maintaining connectivity among uses.

- b. Mixed-use developments should provide appropriate screening and buffering to ensure compatibility with surrounding lower-intensity land uses while maintaining connectivity among uses.



4. Rural Area

- a. Discourage encroachment of land uses such as residential and recreation that would be negatively impacted by noise, dust, odor, light, and other impacts of agricultural operations into primarily agricultural areas outside the 2035 Urban Growth Areas.
- b. Industrial and commercial uses located in rural areas should be separate and distinct from lower-intensity

lands uses and should provide appropriate screening and buffering to ensure compatibility among land uses.

Design

1. General

- a. Commercial centers, office parks, and mixed-use developments should be designed with shared internal vehicular and pedestrian circulation, combined signage, coordinated landscaping and building design, and combined ingress/egress locations.
- b. Ingress/egress locations to non-residential uses generally should not access residential streets unless such access will not negatively impact nearby residential areas, except that industrial traffic should not feed directly into local streets in residential areas.
- c. Driveways and intersections along major thoroughfares should be limited to maintain safe and efficient mobility. Medians should be used when appropriate to limit turning conflicts, particularly near arterial intersections. Pedestrian crossings of arterial streets should be provided between arterial intersections.
- d. Except in mixed-use development areas, non-residential uses should provide appropriate screening and buffering from residential uses.
- e. Non-residential uses should have site design features that limit traffic, noise, lighting, and adversely impacts on surrounding residential land uses.
- f. Major commercial and employment centers and institutional and government services should be designed to accommodate convenient transit service, particularly for those with mobility challenges.
- g. Building entrances should be oriented to the street or internal circulation drives that connect to the street and designated pedestrian connections should be provided from building entrances to the street.
- h. Development abutting the targeted arterials, Kellogg freeway, gateways, and landmarks identified on the





Priority Enhancement Areas for Wichita Infrastructure Projects Map should consider the inclusion of site design features that increase the sense of quality of life through emphasis of visual character and aesthetic improvements.

2. Established Central Area

- Support development of a variety of lot sizes and housing types.
- Buildings are encouraged to be located close to the street with parking areas located beside or behind buildings.
- Commercial and mixed-used developments are encouraged to have building entrances, transparent facades, and outdoor patios adjacent to the sidewalk.

3. Outside Established Central Area

- Low-density residential lots should not front directly onto arterial streets.
- Layout of blocks within neighborhoods should promote direct pedestrian connectivity within in the neighborhood and to adjacent neighborhoods and surrounding commercial centers and institutional uses.

4. Rural Area

- Layout of blocks that provide a single point of access to a neighborhood should be discouraged.

4. Wichita Urban Infill Strategy

Infill refers to developing vacant or underutilized land in existing developed areas. By absorbing growth in existing developed areas, residential and employment-based infill development can reduce growth pressure on rural areas; provide for efficient use of land; utilize existing infrastructure and services; and improve the quality of life in areas experiencing abandonment and decline. However, infill development can be inhibited by regulatory barriers, infrastructure in need of modernization, neighborhood concerns about different housing types or incompatible uses, and difficulties with land assembly and financing.

The Wichita Urban Infill Strategy is focused on the Established Central Area – comprised of the downtown core and the mature neighborhoods surrounding it in a roughly three mile radius (see *2035 Wichita Future Growth Concept*

Map). Increased levels of residential infill/redevelopment throughout the Established Central Area will represent 12% of total new dwelling units forecasted for Wichita by 2035 (a threefold increase from current trends).

The strategy focuses on ‘areas of opportunity’ that have the most vacant and underutilized parcels where infill development can reverse patterns of abandonment and decline. The strategy also is intended to preserve ‘areas of stability’ where few vacant and underutilized parcels exist and a pattern of continued reinvestment is evident. Neighborhood and area plans adopted as elements of the Wichita-Sedgwick County Comprehensive Plan will provide additional land use policy guidance as applicable.

Areas of Opportunity

Defining Characteristics: Areas of opportunity are areas in the community where focused efforts on infill development can have the most success. The defining characteristics of areas of opportunity are generally higher than average and increasing:

- Vacant parcels
- Vacancy rates
- Renter-occupied dwelling units
- Structures in fair or worse condition
- Nuisance complaints
- Building demolitions
- Infrastructure below standard





Guiding Principle: Larger-scale, multi-property infill projects should be guided to areas of opportunity to maximize public investment in existing and planned infrastructure and services.

Areas of Stability

Defining Characteristics: Areas of stability are areas in the community where infill development opportunities are limited by the lack of available land. Areas of stability have few vacant parcels and higher than average occupancy rates. A majority of the structures are in average or better condition and owner-occupied. There are few nuisance complaints and building demolitions, and much of the infrastructure is at or above standard.

Guiding Principle: Infill development should be limited to projects on individual or small sites with a scale of development appropriate for its context. Infill projects should complement existing neighborhood development and incorporate site design features that limit traffic, noise, lighting, and adverse impacts on surrounding properties.

Neighborhood Concerns

Issue: Infill development changes a neighborhood. While redevelopment projects can be of the appropriate scale and have the necessary design features to mitigate adverse impacts on surrounding properties, current processes make it difficult for neighborhoods to visualize the proposed changes and have meaningful input into project design.

Strategy: Establish a participatory neighborhood planning program to prepare neighborhood design guidelines for areas of opportunity prior to construction of large-scale, multi-property infill projects. Also develop basic infill development guidelines that would be applicable throughout the Established Central Area.

Regulatory Issues

Issue: Our traditional development regulations are geared toward suburban-scale, auto-oriented development requirements (such as: parking, setbacks, density, landscaping, screening, etc.). To promote greater levels of more

walkable, urban-scale infill projects, regulatory changes are required.

Strategy: Amend development regulations to better encourage by-right infill development projects.

Infrastructure Modernization

Issue: Many of the areas where the opportunity for infill development exist are also the areas with the most sub-standard infrastructure. While infrastructure may be in place, it often cannot support additional development, and the layout and design of the infrastructure often must be changed to support the configuration of infill.

“...infill development projects often do not qualify for conventional financing because the appraised value of a project is less than the cost of development...”

Strategy: Develop and implement a long-range plan for major infrastructure maintenance projects that focuses infrastructure investment in areas of opportunity in a manner supportive of infill development efforts.

Land Assembly and Financing

Issue: Profitable infill development opportunities are difficult to find. Once an area experiences a few successful projects, the remaining available land often increases in value beyond a level at which additional projects can be profitable. Additionally, infill development projects often do not qualify for conventional financing because the appraised value of project is less than the cost of development.

Strategy: Establish a public-private relationship to support infill development through market research, design assistance, and financing opportunities.





Plan Elements





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Plan Element- Funding and Financing

Plan Context & Perspective - According to Kansas statutes, a specific requirement of a city and county comprehensive plan is to identify major sources and expenditures of public revenue including long range financial plans for the financing of public facilities and capital improvements. For the purposes of this Plan, the term ‘funding’ is used to describe the various sources of revenue available for spending/investing. The term ‘financing’ is used to describe the various means by which funding is leveraged, combined and utilized for spending/investing purposes.

One of the Core Community Values of this Plan is fiscal responsibility. This value embodies the following principles ... don’t spend more than you have; spend and invest wisely; take care of what you have; and maximize the ‘return-on-investment’.

Presently, there is an estimated \$9-10 billion gap over the next 20 years between Wichita’s planned future infrastructure and facility expenditures and its projected revenues. A key challenge of this Plan is how to close that gap over the long-term. Our choices are essentially increasing revenues (through taxes and fees), decreasing expenditures (utilizing alternate approaches or standards; reducing scope and scale of projects; deferring or eliminating projects), and learning to live within the funding and financing resources available to local government.

From a public infrastructure funding and financing perspective, the preferred option of closing the projected expenditure and revenue gap over the long term is to **better align expenditures with available funding and financing resources**. While opportunities to increase revenues may present themselves in the future, there are more opportunities to improve how budget allocations are made for capital improvements.

“...there is an estimated \$9-10 billion gap over the next 20 years between Wichita’s planned future infrastructure and facility expenditures and its projected revenues...”

“...better align expenditures with available funding and financing resources...”

Our Funding and Financing Goals & Strategies

Goal 1 - Close the long-term cost/revenue gap between our planned future infrastructure and facility expenditures and our projected revenues.

Strategies:

- A. Strategically leverage public and private funding where possible.
- B. Decrease project costs through a combination of reduced or alternate project approaches or standards; reduced project scale and scope; and, project deferral or elimination.
- C. Identify long-term maintenance and replacement costs for all capital improvement program projects. Include ongoing maintenance and operations budgets as part of the overall project cost.
- D. Align infrastructure and facility funding to reflect the maintenance and replacement costs associated with that infrastructure or facility.

Goal 2 - Maintain a responsible and appropriate taxing level to address our community’s needs.

Strategies:

- A. Align utility fees, user fees and taxes to reflect the cost of providing facilities and services at standards acceptable to our community.
- B. Align our public infrastructure and facility investments with the willingness of our community to pay for them.

Goal 3- Establish funding priorities which reflect community priorities.

Strategies:

- A. Fund public infrastructure and facilities based upon the following overall ranking of spending and investment priorities:
 1. Maintain and replace what we currently have;
 2. Make enhancements to what we currently have;
 3. Expand our current system of infrastructure and facility assets.
- B. Focus funding on infrastructure and facilities that



will advance our community quality of life, create a place that will retain future generations, and promote economic growth and job creation.

- C. Focus funding on infrastructure and facilities that will maintain vibrancy, promote growth and secure quality of place in the Established Central Area of Wichita.
- D. Review existing public infrastructure and facility assets to determine those assets which should no longer be retained by the City or County due to duplication/ redundancies with private sector facilities, functional obsolescence, and/or changing community investment priorities.

Plan Element - Transportation

Plan Context & Perspective - The realization of the 2035 Plan Vision Statement is dependent upon our community having a safe, reliable and well-connected transportation

system that strategically supports economic growth and community quality of life. The term “transportation” refers to the movement of goods, people and information. Our transportation infrastructure constitutes a basic yet essential, community-sustaining investment.

Wichita’s freeway and bridge infrastructure are in good condition overall with adequate system

capacity. The County’s road and bridge infrastructure are in very good repair and condition. However, decades of under-investment and deferred maintenance in Wichita’s local road system has required the City to develop an enhanced maintenance strategy for its local road infrastructure. Additional expenditures are needed to maintain Wichita’s local road system.

Decades of under-investment in Wichita’s long-established public transit system have resulted in minimal service levels, low ridership and future financial instability. Additional investment in Wichita’s public transit system would be needed in order to achieve the system’s financial stability and retain public transit service.

For Wichita, the level of investment priority over the next 20 years varies across the major transportation infrastructure categories as follows:

Low priority - new bypasses

Low-medium priority - freeway enhancements

Medium-high priority - public transit

Very high priority - local streets and bridges

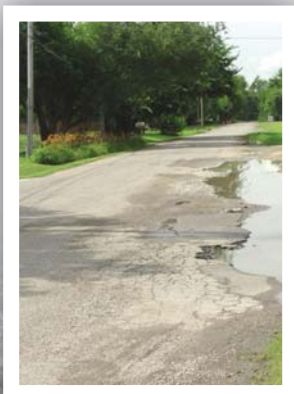
Our Transportation Goals & Strategies

Goal 1 - Preserve and maintain a safe, cost-effective and reliable transportation system that strategically supports the economic growth, vitality and quality of life aspirations of our community.

Strategies:

- A. Develop and implement a transportation asset management system that effectively uses available funds.
- B. Make transportation infrastructure investments, particularly integrated transportation technology enhancements, that support and reflect Wichita’s 2035 Future Growth Concept and Urban Infill Strategy.
- C. Allocate additional funding for the long-term maintenance and replacement of Wichita’s existing local road and bridge infrastructure.

“...additional
expenditures
are needed to
maintain
Wichita’s local
road system...”





- D. Invest in new or existing transportation infrastructure that directly supports additional job growth, especially of an advanced manufacturing or high-tech nature.

Goal 2 - Improve and increase the movement of goods, people and information with better connectivity and mobility options in our community.

Strategies:

- A. Develop and implement a community-wide, public and/or private broadband infrastructure and high-speed internet access plan to support future job and employment growth.
- B. Develop and implement a long-term public transit system plan that reflects the needs of our community.
- C. Improve our community connectivity and safety through the implementation of *Wichita's Bicycle Master Plan* and *Pedestrian Master Plan*, and promoting linkages to surrounding cities in the County.
- D. Coordinate and integrate local transportation infrastructure plans with the Wichita Area Metropolitan Area Organization (WAMPO) long-range regional transportation infrastructure plan.



Plan Element - Water, Sewer & Stormwater

Plan Context & Perspective - The realization of the 2035 Plan Vision Statement is predicated upon our community securing a long-term water supply, and having well-maintained water treatment/distribution, sewer collection/treat-

ment and stormwater/flood management systems. These constitute essential, community-sustaining services. They represent a basic yet essential public investment that supports future job growth and a strong economy.

Decades of under-investment and deferred maintenance in Wichita's water, sewer and stormwater infrastructure requires the City to be aggressive in protecting what assets it already has (especially replacing aging pipe infrastructure) and making future water and sewer facility enhancements to meet required treatment and discharge standards. Additional investment in our community water, sewer and stormwater infrastructure and facilities is necessary ... securing a long-term water supply is critical to the future of our community.

The funding/financing, maintenance, replacement and enhancement of our public water, sewer and stormwater infrastructure and facilities is a *high-very high investment need* for our community over the long term.

Our Water, Sewer and Stormwater Goals & Strategies

Goal 1 - Provide a well-maintained long-term water supply, treatment and distribution system that supports the economic growth, vitality and quality of life aspirations of our community.

Strategies:

- A. Develop and implement Wichita's long-term water supply, treatment and distribution plans to reflect and accommodate Wichita's 2035 Future Growth Concept and Urban Infill Strategy (including long-term population and employment growth projections).
- B. Develop and implement a Wichita water supply funding/financing plan that enables our community to make those investments necessary to secure an affordable, long-term water supply.
- C. Develop and implement a Wichita water funding/financing plan that identifies appropriate water rate adjustments necessary to properly maintain Wichita's water infrastructure over the long-term.





land development community, and the rural water districts to identify workable long-term solutions to compensatory and logistical issues associated with continued urban growth and development within the rural water districts in Sedgwick County.

Goal 2 - Provide a well-maintained Wichita sanitary sewer treatment and collection system that supports the economic growth, vitality and quality of life aspirations of our community.

Strategies:

- A. Develop and implement Wichita's long-term sewer collection and treatment plans to reflect and accommodate Wichita's 2035 Future Growth Concept and Urban Infill Strategy (including long-term population and employment growth projections).
- B. Develop and implement a Wichita sewer funding/financing plan that identifies appropriate sewer rate adjustments necessary to properly maintain Wichita's sewer infrastructure over the long-term.
- C. Place a very high investment priority on properly maintaining and replacing Wichita's aging, existing sewer collection system.

D. Place a very high investment priority on properly maintaining and replacing Wichita's aging, existing water distribution system.

E. Develop and implement a Wichita water conservation and drought-response plan that is relevant to our community's need and supported by our community.

F. Create a task force comprised of appropriate representatives from the City of Wichita and other affected cities, the local

D. Invest to ensure that Wichita's sewer collection and treatment infrastructure and facilities meet required standards and long-term community needs.

E. Ensure that appropriate local regulations are in place that provide for the compatible, long-term co-existence of city water and sewer infrastructure systems with self-contained, independent sewer collection and water distribution systems.

Goal 3 - Provide a well-maintained stormwater management system and approach that adequately serves and protects our community while meeting state and federal mandates.

Strategies:

- A. Develop and implement long-term stormwater management plans that reflect and accommodate Wichita's 2035 Future Growth Concept and Urban Infill Strategy (including long-term population and employment growth projections), and address countywide stormwater and flooding issues.
- B. Develop and implement a countywide stormwater funding/financing plan that will raise sufficient revenues needed to plan and construct stormwater project improvements with regional, countywide or multi-jurisdiction benefits.
- C. Develop and implement a Wichita stormwater funding/financing plan that determines appropriate ERU (equivalent residential unit) rate adjustments necessary to properly fund the maintenance and repair of Wichita's stormwater infrastructure over the long-term.

“...invest in
maintaining and
replacing
our aging water and
sewer distribution
systems...”





- D. Make the investments necessary to properly maintain and replace our existing stormwater infrastructure and facilities.
- E. Maintain and implement stormwater management standards that meet mandated requirements but do not place undue burdens on development or redevelopment.
- F. Integrate park and open space improvements where appropriate and cost-effective as part of stormwater management system infrastructure improvements.

Plan Element - Arts, Culture and Recreation

Plan Context & Perspective - Having a “quality living environment and active, healthy lifestyles with access to arts, culture and recreation” is specifically referenced in the 2035 Plan Vision Statement. One of the five Plan Guiding Policy Principles is to Invest in the Quality of Our Community Life. It is evident that community quality of life investments are important to residents of our community and are an essential means of supporting future job growth and a strong economy.

Arts, culture and recreation quality of life investments refer to capital, maintenance and operational spending in the general categories of parks and open space; recreation facilities; libraries; and, arts, culture and entertainment. From a public infrastructure perspective, appropriately funding, maintaining and expanding our arts, culture and recreation quality of life investments is an overall *medium-high priority investment need* for our community over the long term.

Our Arts, Culture and Recreation Goals & Strategies

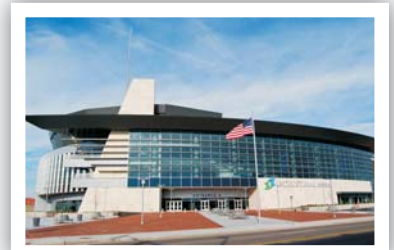
Goal 1 - Improve quality of life and healthy lifestyles for all through an accessible system of premier arts, culture, library, recreation and open space facilities.

Strategies:

- A. Review and update the *Wichita Parks, Recreation and Open Space Plan* to ensure that future planned parks/open space and recreation facility investments (capital, maintenance, operations) strategically integrate with

County regional parks and open space investments, and remain consistent with our community priorities and willingness to pay.

- B. Develop and implement a joint City/County integrated cultural arts/quality of life facilities investment plan to achieve better planning, coordination, integration and maximization of City and County quality of life community investments.



- C. Utilize relationships with private and not-for-profit organizations and secure dedicated funding sources for the construction, maintenance and operation of our quality of life investments (includes park/open space, recreation, library and cultural arts facilities).
- D. Employ best management practices/systems to properly maintain our existing quality of life facilities.
- E. Review and update the Wichita Public Library System Master Plan to ensure our city-wide system of library facilities and associated technologies remain relevant to the evolving library needs of our community.
- F. Develop and implement a “built environment” strategic plan that better promotes healthy community lifestyles, neighborhood and community connectivity, resource conservation, protecting the City’s urban forest in public spaces, and multiple-use integration of our parks, open space and stormwater management systems.
- G. Establish a task force to identify opportunity areas and regulatory adjustments necessary to support agri-tourism in the unincorporated areas of Sedgwick County.

“...quality of life investments are important to residents of our community...”



Plan Element - Public Safety

Plan Context & Perspective - Having a “safe community” is specifically referenced in the 2035 Plan Vision Statement. From a public infrastructure perspective, appropriately maintaining and expanding our fire, police and EMS facilities is a *high priority investment need* for our community over the long term.

Our Public Safety Goals & Strategies

Goal 1 - Provide efficient and effective police, fire and EMS public safety service facilities that meet current and future community needs.

Strategies:

- A. Identify opportunities for collaborative partnerships, joint-funding and joint-use agreements, and sharing of facilities between public safety government agencies.
- B. Evaluate the merits of City/County public safety services consolidation as an option to provide for more

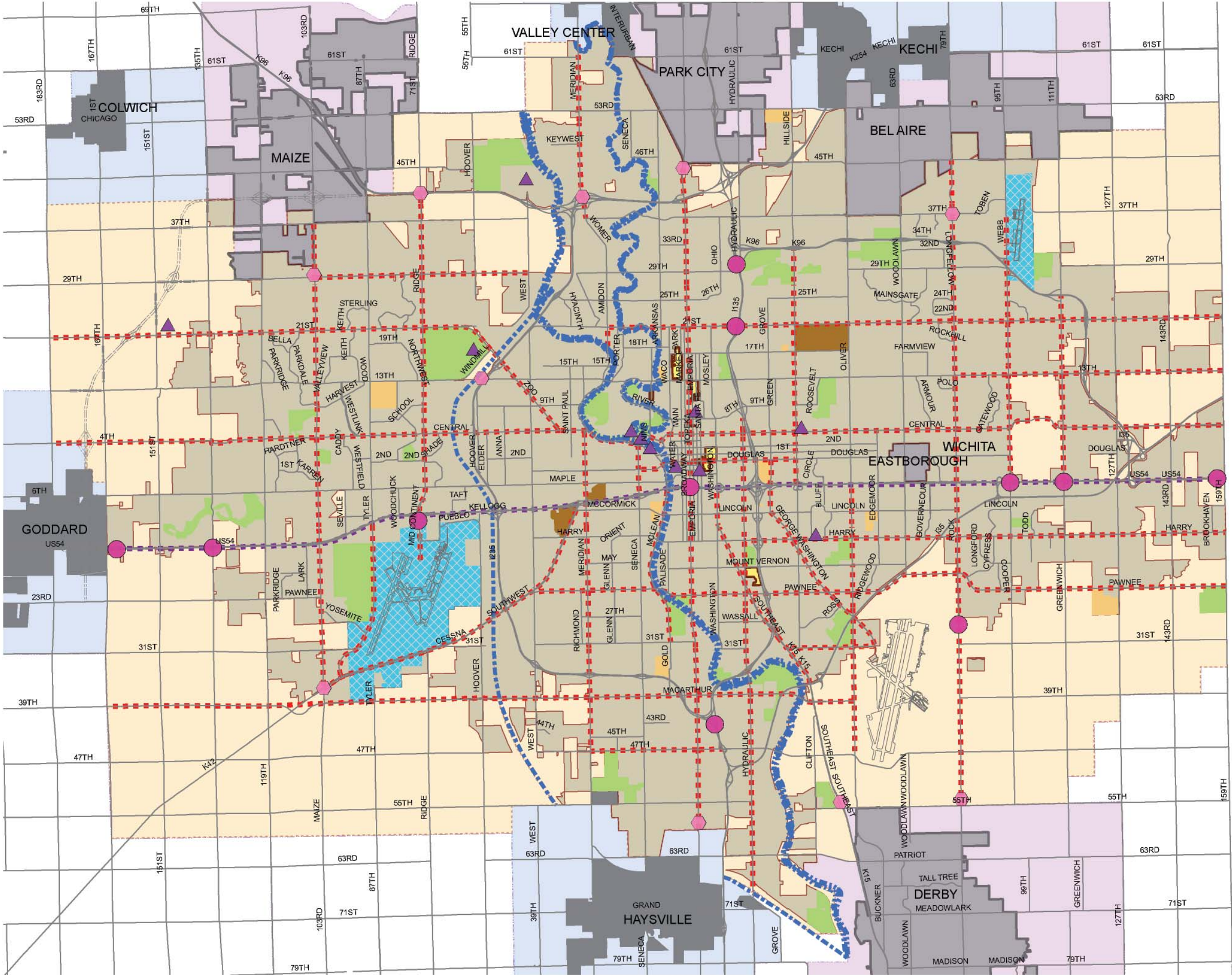
coordinated and cost-effective public safety facility operations and service delivery.

- C. Ensure that service and facility planning for police, fire and EMS service delivery addresses current and future community needs, adapts to future patterns of growth, and supports neighborhood-based safety initiatives within the City of Wichita.
- D. Establish performance measures that evaluate functional relevancy, need and effective utilization of our public safety service facilities.

“...maintaining and
expanding our fire,
police, and EMS facilities
is a
high priority
investment need...”



Priority Enhancement Areas for Wichita Public Infrastructure Projects



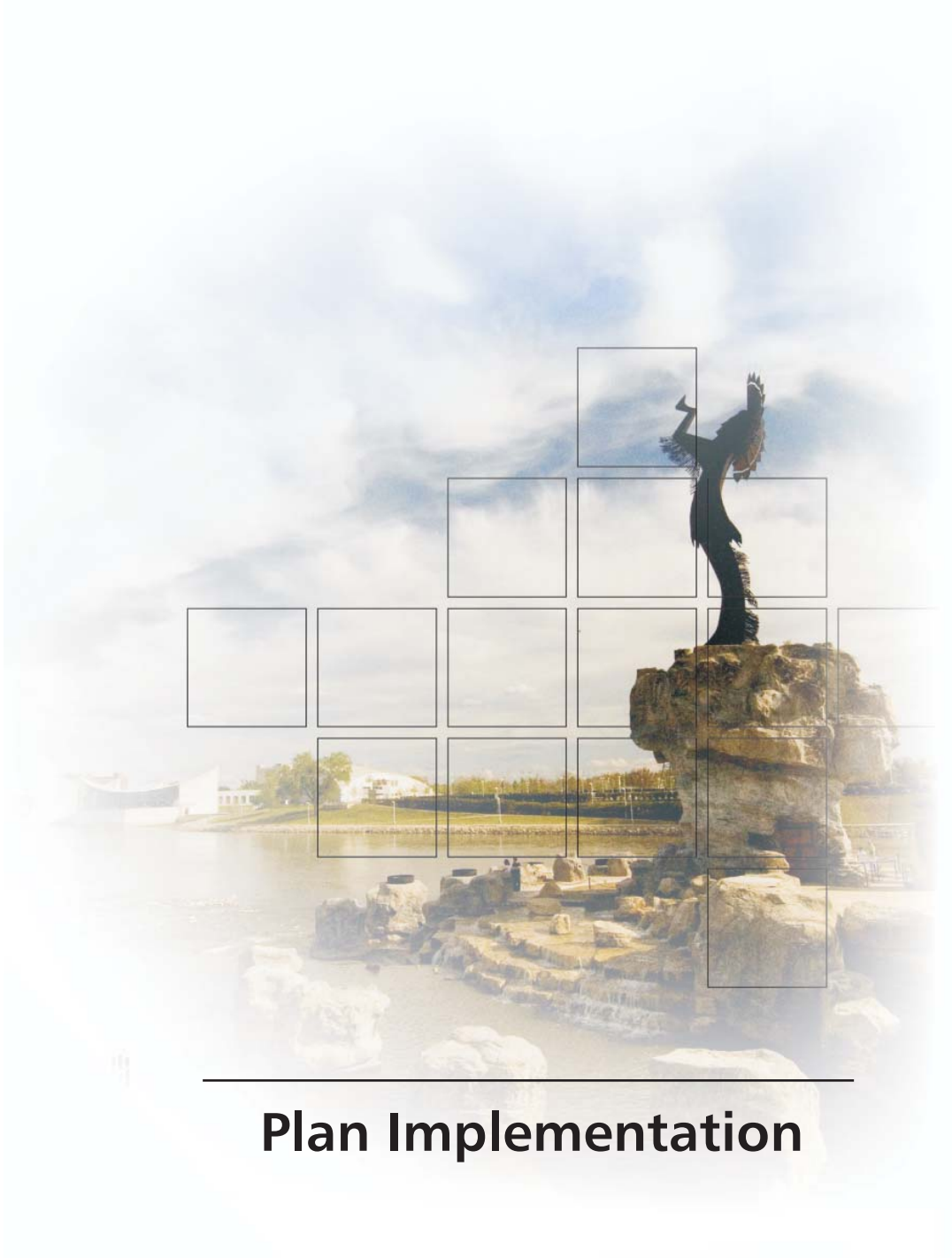
- Legend**
- Corridors**
- Targeted Arterials
 - Kellogg
 - Proposed Northwest Bypass Corridor
 - Big Arkansas River
 - Little Arkansas River
 - Big Ditch Flood Control
- Gateways & Landmarks**
- Wichita Primary Gateway
 - Wichita Secondary Gateway
 - Landmark/Regional Destination
 - Historic Districts
 - Universities
 - High School Sites
 - Publicly Operated Airports
 - Wichita Area Parks Over 30 Acres
- City Limits**
- Wichita City Limits
 - Small City Limits
 - Small City Limits
 - Wichita 2035 Growth Areas
 - Small City 2035 Urban Growth Areas
 - Small City 2035 Urban Growth Areas
 - Rural Areas

Intent and Purpose:

This map replaces the 1993 Visual Form map and is intended to foster efforts to improve community perception and increase the sense of quality of life in Wichita through emphasis of the visual character of public facilities and open spaces.

Its purpose is to help the City with prioritizing City of Wichita public works projects along specified corridors, at gateways, and at other selected locations for aesthetic improvements including landscaping, public art, and other visual enhancements to public facilities and rights-of-way.





Plan Implementation





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Plan Implementation

Part 1. Infrastructure Investment Decision-making Framework

Plan Context & Perspective - The infrastructure investment decision-making framework is a tool to systematically guide future public spending in a manner that supports community priorities, reflects willingness to pay, and is coordinated with market-driven growth. This framework is also intended to help close the gap over the next 20 years between our forecasted revenues and the costs of our proposed capital project needs and wants associated with the 2035 Wichita Future Growth Concept. The forecasted revenues and proposed capital project costs have been aggregated and summarized below for planning-level purposes:

Project Costs

▪ Maintaining and replacing existing infrastructure	\$4.9 billion
▪ Making enhancements to what we currently have	\$6.4 billion
▪ Expanding our current system of infrastructure & facilities	\$2.1 billion
Total	\$13.4 billion

Forecasted Revenues

Total	\$3.9 billion
<i>Projected Gap</i>	<i>\$9.5 billion</i>

The infrastructure investment decision-making framework is comprised of various components, criteria and considerations. This framework is intended to encourage long-term continuity and best practices for decision-makers as they implement the Guiding Principles, Goals and Strategies set forth in this Plan, for the intent of ...

- Promoting economic growth and job creation
- Advancing community quality of life and safety
- Creating a community that will attract and retain future generations

For the purposes of this Plan, the term 'spending/investing' is used to describe *where* and for *what purposes* funding and financing will be utilized. The term 'decision-making' is the process of deciding *how* to spend/invest.

The Framework ...

The components and accompanying criteria listed below represent different levels of evaluation for both new and replacement infrastructure and facility projects. There will be interplay between these three levels of evaluation during the project decision-making process.

Level 1 Evaluation - Detailed Project Analysis

(determining individual project merits)

- To what extent is this project right for our community in terms of:
 - a) Scope and scale (cost effectiveness)
 - b) Timing
- Is this project recommended in a plan approved or endorsed by the City Council or the County Board of Commissioners?
- To what extent does this project build upon prior investments or generate multiple benefits to our community?



- Is there a legal mandate or requirement to do this project?
- To what extent does this project reduce or offset costs to the community?
- Project economic and quality of life assessments – will this project:
 - a) Increase wealth for our local economy
 - b) Generate job growth for our community
 - c) Secure or protect important natural resources (soil, water and air quality)
 - d) Retain current residents and attract future residents - help create a community that is desirable and attractive to future generations
- Is this a project that impacts infrastructure or facility assets that should no longer be retained by the City or County due to duplication/redundancies with private sector facilities, functional obsolescence, and/or changing community investment priorities?
- Project funding and financing assessments:
 - a) How will this project be funded and financed
 - b) Is this project identified for funding in the Capital Improvement Program for Wichita or Sedgwick County
 - c) What is the project's impact on the City of Wichita or Sedgwick County budget
 - d) Have sufficient operating and maintenance funds been secured for this project once construction is completed
 - e) Has a benefit/cost or 'return-on-investment' analysis been done for this project
 - f) What are the 'trade-offs' if this project is approved (e.g. what other projects do not get built, or are deferred or reduced in scope)

Level 2 Evaluation - Project Selection & Funding

(determining project priorities)

- To what extent is this project consistent with the five Plan Guiding Policy Principles:
 1. *Support an Innovative, Vibrant and Diverse Economy*
 2. *Invest in the Quality of Our Community Life*
 3. *Take Better Care of What We Already Have*
 4. *Make Strategic, Value-added Investment Decisions*
 5. *Provide for Balanced Growth but with Added Focus on Existing Neighborhoods*
- What is the priority of this project in relation to the 'Infrastructure & Facility Investment Category Priorities':
 - Priority 1 - Maintain and replace what we currently have*
 - Priority 2 - Make enhancements to what we currently have*
 - Priority 3 - Expand our current system of infrastructure and facility assets*





- To what extent is this project consistent with the Plan Element Goals for:
 - * Public Safety
 - * Transportation
 - * Water, Sewer, Stormwater
 - * Arts, Culture, Recreation
 - * Funding and Financing
- Does this project allocate funding to those categories of infrastructure that have the highest need for additional investment?

Level 3 Evaluation - Capital Improvement Programming

(appropriate project timing, phasing & sequencing)

- To what extent do the capital projects programmed for Wichita or Sedgwick County reflect the project initiation and completion sequencing principles of: 'plan', 'design', 'fund/finance', 'construct'?
- To what extent are the capital projects programmed for funding over the next three to five years properly and logically timed, coordinated and integrated (geographically and fiscally)?
- To what extent are the capital projects programmed for funding critically and strategically timed and synchronized with external mandates and/or external funding and financing considerations?
- To what extent are the capital projects coordinated with market-driven development?





Part 2. Plan Monitoring, Review and Amendment

Plan Context & Perspective - In a new era of social and economic uncertainty, it is imperative that a systematic and ongoing approach be developed to monitor change and to review and evaluate this Plan. This will allow the Plan to be adjusted and updated annually as necessary so as to remain relevant and appropriate for our community. The ultimate measure of the Plan's success is whether it helps our community to become what we wish it to be over the next 20 years.

a) Plan Monitoring Approach

2035 Plan Vision Statement - Reflects Desired Plan Outcomes:

- > Global center of advanced manufacturing and high-tech industries
- > Premier regional service, education and retail center
- > Affordable housing opportunities
- > Vibrant neighborhoods
- > Active, healthy lifestyles
- > Safe community

Plan Guiding Policy Principles - Represent Key Areas to Measure Plan Performance:

1. Support an Innovative, Vibrant and Diverse Economy.

Hi-tech, advanced manufacturing and business start-up job-growth indicators

- a) Center for Economic Development and Business Research data:
 - Bureau of Labor Statistics
 - County Business Patterns
 - GDP data (total and per capita growth rates)
 - Small Business Innovation Research Grants
 - Small Business Technical Transformation Grants
- b) Greater Wichita Economic Development Coalition data:
 - Annual projects announcement report data

Regional service, education and retail job growth indicators

- a) Center for Economic Development and Business Research data:
 - Bureau of Labor Statistics

- County Business Patterns

b) GWEDC data:

- Annual projects announcement report data

c) American Community Survey data:

- Annual education attainment levels for Wichita and Sedgwick County

Economic opportunities & growth indicators

a) National Citizen Survey Benchmark Results for Wichita* - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Employment opportunities
- Shopping opportunities
- Economic development services
- Educational opportunities
- Wichita as a place to work

b) American Community Survey data:

- Annual median income for Wichita and Sedgwick County
- Annual percentage change in the 25-40 age cohort for Wichita and Sedgwick County
- Wichita and Sedgwick County unemployment rates

2. Invest in the Quality of Our Community Life.

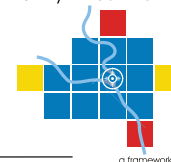
Quality of life indicators

a) National Citizen Survey Benchmark Results for Wichita* - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Overall quality of life in Wichita
- Sense of community
- Your neighborhood as a place to live
- Wichita as a place to live
- Wichita as a place to raise kids
- Wichita as a place to retire
- Recommend living in Wichita
- Will remain in Wichita for the next five years
- Opportunities to attend cultural activities
- Air quality
- Public safety – violent crimes
- Public safety – property crimes

*assumes continued future participation





3. Take Better Care of What We Already Have.

Plan Element: Public Safety

Building Facility Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
 - Building asset value (\$ million)
 - Building remaining service life (sq. footage yrs.)
 - Buildings with no remaining service life (sq. footage)
- b) Sedgwick County Information & Operations - Facilities Division
 - Building roof useful life remaining
 - Building HVAC useful life remaining

Plan Element: Transportation

Street and Bridge Infrastructure Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
 - Paved road network service value (\$ million)
 - Paved road network remaining service life (lane mile yrs.)
 - Paved road lane miles with no remaining service life (lane miles)
 - Bridge network service value (\$ million)
 - Bridge network remaining service life (lane mile yrs.)
 - Bridge network remaining service life (lane miles)
- b) Sedgwick County Public Works Division
 - Percentage of paved lane miles receiving preventative maintenance
 - Percentage of all lane miles with permanent pavement
 - Percentage of all lane miles with temporary pavement
 - Bridge average sufficiency rating (scale of 0 to 100)
 - Bridge percentage of inventory with sufficiency rating below 50
 - Number of bridges requiring special inspections
- c) National Citizen Survey Benchmark Results for Wichita*
 - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:
 - County Business Patterns
 - Street repair
 - Sidewalk maintenance

- Ease of car travel
- Ease of bus travel
- Ease of bicycle travel
- Ease of walking

Plan Element: Water, Sewer, Stormwater

Water, Sewer and Stormwater Infrastructure Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
 - Water, sewer, stormwater line and main network service value (\$ million)
 - Water, sewer, stormwater line and main network remaining service life (pipe inches/feet yrs.)
 - Water, sewer, stormwater line and main network with no remaining service life (pipe inches/feet)
 - Long-term water supply (mg/day/years)
 - Water treatment plant asset value (\$ million)
 - Water treatment plant capacity (million gallons/day years)
 - Wastewater treatment plant asset value (\$ million)
 - Wastewater treatment plant capacity (million gallons/day years)
- b) Sedgwick County Public Works Division
 - Number of homes and businesses in the 100 year floodplain
- c) National Citizen Survey Benchmark Results for Wichita*
 - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:
 - Sewer services
 - Drinking water
 - Storm drainage

Plan Element: Arts, Culture, Recreation

Building Facility Condition Indicators

- a) Wichita Public Works and Utilities Dept. (under development)
 - Building asset value (\$ million)
 - Building remaining service life (sq. footage yrs.)
 - Buildings with no remaining service life (sq. footage)

*assumes continued future participation





b) Sedgwick County Information & Operations - Facilities Division

- Building roof useful life remaining
- Building HVAC useful life remaining

c) National Citizen Survey Benchmark Results for Wichita* - 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Recreation opportunities
- City park services
- City recreation center facilities
- Public library services

4. Make Strategic, Value-added Investment Decisions.

Key Value-added Investment Indicators

a) National Citizen Survey Benchmark Results for Wichita 'Wichita average rating' & 'comparison to benchmark' for the following survey questions:

- Value of services for the taxes paid to Wichita

b) Metropolitan Area Planning Department (MAPD), Wichita and Sedgwick County Finance Departments

- An annual report prepared by MAPD with input from the City and County Finance Departments and a survey of the Metropolitan Area Planning Commission (MAPC) members that assesses the consistency level of capital projects funded in the city and county capital improvement programs with the investment decision-making framework components and criteria set forth in the Community Investments Plan.

5. Provide for Balanced Growth but with Added Focus on Our Established Neighborhoods.

Key Resource Allocation Indicators

a) Wichita Finance Dept.

- % of total annual capital investments in infrastructure/facilities projects located within and/or benefiting Wichita's Established Central Area and the Suburban Area

Key Growth Indicators

a) American Community Survey

- Annual net population growth in Sedgwick County, Wichita and the Established Central Area

b) County Appraiser's Office

- Annual number of net new dwelling units in Sedgwick County, Wichita and the Established Central Area
- Annual net new commercial square footage in Sedgwick County, Wichita and the Established Central Area

b) Plan Review & Amendment

- Prepare an annual plan monitoring report containing a summary of the key performance indicators data associated with the five Plan Guiding Principles. The report would also document progress on the implementing the Plan Element Goals and Strategies
- Review the annual monitoring report with City and County Department Heads, the Advance Plans Committee, the MAPC as well as the Wichita City Council and the Board of Sedgwick County Commissioners
- Prepare list of recommendations regarding any appropriate Plan amendments
- Staff initiative Plan amendments as appropriate for consideration by the MAPC

*assumes continued future participation



City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (B & B Airparts, Inc.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: B & B Airparts, Inc. (B & B) is a manufacturer of precision machined parts and assemblies for the aerospace industry. Founded in 1998, the company has experienced rapid growth in sales and production since its inception. As a result of continuous growth in sales, B & B is expanding its manufacturing capacity and purchasing new manufacturing equipment. The company is now requesting approval of an Economic Development Tax Exemption (EDX) on a building expansion and acquisition of new manufacturing equipment.

B & B is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a main supplier to another BREG cluster, Aerospace.

Analysis: B & B Airparts mills aircraft parts and creates assemblies for clients including Honda Aircraft, Learjet, Spirit AeroSystems and GKN Aerospace. B & B recently received a new contract for additional work with Honda to build metal parts for the cockpit instrument panel structure, nose bay structure assemblies and all of the metal details for the composite fuselage. The company is adding 44,000 square feet of manufacturing space to its current 39,100 square foot facility at an estimated cost of \$1,900,000 and is also investing approximately \$2,200,000 in machinery and equipment for a total project investment of \$4,100,000. B & B currently employs 67 people in Wichita and intends to hire an additional 42 employees over the next five years with an average annual salary of all employees of \$41,000, which exceeds the North America Industrial Classification Code System (NAICS) average of \$40,763. Based upon capital investment and job creation, B & B qualifies for a 100%, five-plus-five year tax exemption under the City's economic development incentive policy.

Financial Considerations: Based on the most recent mill levy, the estimated value of the tax exemption in the first full year is approximately \$44,600. This estimate assumes that 80% of the \$1,900,000 cost of improvements to real property will be reflected as an increase in property value. The actual increase in valuation, if any, will be determined by the Sedgwick County Appraisers' Office in the future as part of its ongoing reappraisal process. The value of the real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 12,408	State	\$ 570
County	\$ 11,202	USD 259	\$ 20,420

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	1.77 to 1
City of Wichita General Fund	1.61 to 1
Sedgwick County	1.47 to 1
USD 259	1.25 to 1
State of Kansas	12.21 to 1

The existing facility, which generated \$36,336 in general taxes for 2014, will not be subject to the tax abatement.

Legal Considerations: The Law Department has approved the attached ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve first reading of the ordinance granting B & B Airparts, Inc. a 100% tax exemption on the identified real property improvements for a five-year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

Economic Development Incentive Agreement

THIS ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT (the “Agreement”) is made and entered into on this ____ day of November, 2015, by and between the City of Wichita, Kansas, hereinafter referred to as the “City,” and B & B Airparts, Inc. hereinafter referred to as the “Company.”

WHEREAS, the Company currently operates a manufacturing and warehousing and distribution facility in Wichita, Kansas, and will complete a building expansion, including equipping of said expansion, to its current facility; and

WHEREAS, both the City and the Company desire for the Company to continue operating its business in Wichita, Kansas; and

WHEREAS, the City desires to increase employment opportunities for the citizens of Wichita, Kansas, and to further the other goals advanced by its economic development incentive policy; and

WHEREAS, the Company warrants that it is capable of, and desires to, increase the number of employment positions at its Wichita, Kansas facility; and

WHEREAS, the City has designed an economic development incentive program to accomplish its goal of increasing employment opportunities in Wichita, Kansas; and

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which the City will cooperate in furnishing said economic development incentives.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. **THE COMPANY.** The Company agrees (to the extent not already hitherto performed) that it shall do the following:
 - A. Between January 1, 2015 and December 31, 2015, the Company will have built and equipped an expansion to its existing facility, located at 1831 S. Hoover Ct., Wichita, Kansas, at a cost of \$4,100,000, to be used exclusively for the purposes of manufacturing and warehousing and distributing articles of commerce;
 - B. Maintain, throughout the period from the date of this Agreement to December 31, 2020, employment of not less than sixty seven (67) employees at the new facility;

- C. On or prior to December 31, 2020, the Company will add an additional forty-two (42) new jobs at the new facility, and thereafter, maintain employment of not less than one hundred nine (109) employees through December 31, 2025;
- D. During the entire term of this Agreement, the Company will continuously maintain the average wage paid to its employees at a level (1) equal to or greater than the average wage paid by businesses in the Wichita Metropolitan Statistical Area with the Company's NAICS classification, or alternatively, (2) greater than the average wage for all jobs in the Wichita Metropolitan Statistical Area excluding wages paid by businesses classified in NAICS Sector 326;
- E. During the entire term of this Agreement, the Company will meet any Equal Employment Opportunity/Affirmative Action goals set forth in its periodic filings with the City, and will annually file its Equal Employment Opportunity/Affirmative Action Plan with the City;
- F. During the entire term of this Agreement, the Company will timely pay all *ad valorem* property taxes levied on its real or personal property within Sedgwick County, Kansas;
- G. During the entire term of this Agreement, the Company will ensure that it does not discriminate or permit discrimination against any person on the basis of race, color, national origin or ancestry, religion, sex, age, disability or marital status in its operations or services, and the Company will comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, *et seq.*; the Code of the City of Wichita Section 2.12.950; and, any laws, amendments or regulations promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently existing or hereafter enacted, which pertains to civil rights and equal employment opportunity;
- H. During the entire term of this Agreement, the Company will comply with all applicable governmental laws, rules and regulations; and,
- I. During the entire term of this Agreement, the Company will cooperate with any annual compliance audit procedure(s) the City may adopt to monitor compliance with conditions, including any annual reports required of the Company and any inspection of the Company's premises or interviews with the Company's staff.

- J. During the entire term of this Agreement and for at least five years thereafter, the Company will not relocate its business operations from the facility to any location outside the limits of the City of Wichita, Kansas.
2. **EFFECT OF COMPANY'S BREACH; REMEDIES.** The Company acknowledges that in the event of its noncompliance with any of its obligations or agreements under the foregoing Section 1, the City will not have received the social and economic development benefits expected in connection with its entry into this Agreement and its furnishing of the economic development incentives provided for hereunder, and the resulting loss to the City will be difficult to measure. In such event, Company shall be required to pay to the City, as liquidated damages, or as a payment in lieu of tax, an amount equal to the *ad valorem* taxes that would theretofore have been payable but for the tax exemption referred to in Section 3 of this Agreement, and the City shall be entitled to take action to cancel and revoke such exemption for any subsequent period. No delay or omission by the City to enforce any of its rights as provided for herein shall impair such right, nor shall any such delay or omission be construed to be a waiver of such right. Provided, however, that in the case of a breach of the obligation in Section 1.J., above, which occurs during the five years following the term of this Agreement, the required payment to the City shall be reduced twenty percent (20%) for each full year the Company maintained its business operations at the facility following the term of this Agreement.
3. **THE CITY.** So long as the Company meets and performs its obligations under this Agreement, it is the City's intention that the expansion and equipping of a building by the Company pursuant to Section 1.A., above, shall be entitled to an 100% exemption from *ad valorem* taxation for a period of five (5) calendar years, commencing January 1, 2016, such commencement date is contingent on the project actually being completed by December 31, 2015, and provided proper application is made therefor. It is the City's further intention that the building expansion shall be entitled to a 100% exemption from *ad valorem* taxation for an additional period of five years from January 1, 2021 to December 31, 2025, subject to the approval, in 2020, of the then current governing body. The City agrees that, during the term of this Agreement, and so long as the Company continues to meet and perform all of its obligations under this Agreement, the City will reasonably cooperate with the Company's efforts to perfect the intended exemption before the Kansas Court of Tax Appeals, and to make all necessary annual filings required to maintain such *ad valorem* tax exemption in full force and effect during the term of this Agreement, in accordance with K.S.A. 79-210 *et seq.*
4. **TERM.** This Agreement shall commence on the date first written above, and shall end on December 31, 2025, except that the provisions of s3ection 1.J and section 2 "Remedies for breach thereof" shall continue in effect until December 31, 2030.

5. **INCORPORATION OF APPENDIX.** Appendix A (Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements) is attached hereto and made a part hereof as if fully set out herein.
6. **ENTIRE AGREEMENT.** This Agreement and any Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Statement of Work or other attachment, the terms of this Agreement will control.
7. **NOTIFICATION.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

City: Office of Urban Development
Attn: Economic Development Administrator
455 North Main, 13th Floor
Wichita, Kansas 67202

and

Department of Law
Attn: City Attorney
455 North Main, 13th Floor
Wichita, Kansas 67202

Company: B & B Airparts, Inc.
Attn: Dan Barnard
1831 S. Hoover Ct.
Wichita, KS 67209

8. **AUTHORITY.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF WICHITA, KANSAS

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

B & B AIRPARTS, INC.

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
And City Attorney

Name: _____
Title: _____

APPENDIX A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

FIRST PUBLISHED IN THE WICHITA EAGLE ON November 20, 2015

ORDINANCE NO. 50-105

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF B & B AIRPARTS, INC. SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, B & B Airparts, Inc., requests an ad valorem tax exemption on a proposed expansion project of 100% for a five-plus-five year term on the expansion and equipping of a facility; and

WHEREAS, B & B Airparts, Inc. has operated within the City for more than fifteen years as a manufacturer; and

WHEREAS, B & B Airparts, Inc., proposes a \$4,100,000 expansion and equipping of a building located at 1831 S. Hoover Ct. in southwest Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by B & B Airparts, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on November 10, 2015; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. B & B Airparts, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by the expansion and equipping of a building.
2. The expansion and equipping for which the exemption is given occurred after January 1, 2015. No exemption will be given for expansion and equipping which occurred before that date.

3. Such expansion and equipping is to be used exclusively for manufacturing and distribution of articles of commerce.

4. By such expansion, B & B Airparts, Inc. will retain 67 employees and create new employment for 42 employees within five years after the start of the project.

5. Tax exemption will be given only for the expansion and equipping of the building.

6. The property on which the exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.

7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by B & B Airparts, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing and distribution of articles of commerce.

2. B & B Airparts, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the expansion and equipping of an existing building and 100% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits at 1831 S. Hoover Ct. in southwest Wichita, at an estimated cost of \$4,100,000. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and B & B Airparts, Inc. may be required to repay amounts previously abated), in the event of any failure by B & B Airparts, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.

3. The Economic Development Incentive Agreement between the City of Wichita and B & B Airparts, Inc. is hereby approved.

4. The Office of Urban Development shall be responsible for monitoring the performance of B & B Airparts, Inc. and shall provide annual reports on such performance.

5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in B & B Airparts, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated September 2, 2015 and as stated in B & B Airparts, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that B & B Airparts, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which B & B Airparts, Inc. has executed with the City.

7. The City Council may, at its discretion, require B & B Airparts, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which B & B Airparts, Inc. has executed with the City.

8. Upon finding that B & B Airparts, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on B & B Airparts, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 17 day of November, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law and City Attorney

**City of Wichita
City Council Meeting
November 10, 2015**

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five Year Tax Exemption (Coxco, LLC/Cox Machine Inc.) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the second five-year property tax abatement.

Background: On April 11, 2011, the City Council approved an Economic Development Exemption (EDX) property tax abatement for Coxco, LLC/Cox Machine, Inc. (Cox), located at 5338 W. 21st Street N. in northwest Wichita for an expansion completed in 2010. Under the City's Economic Development policy, Cox qualified for a 100% exemption on real property for a five-plus-five year basis. Cox has exceeded the projected capital investment of \$3,600,000 and job creation of 37 and is requesting approval of the second five-year tax exemption.

Cox is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a main supplier to another BREG cluster, Aerospace.

Analysis: Cox Machine, Inc., founded in 1954, manufactures high quality parts for the aerospace industry. Customers include Raytheon, Boeing, Bombardier, Cessna, Northrop, Lockheed Martin, Middle River, and the U.S. Government. Cox Machine exports 96% of its production outside of the State of Kansas.

Cox Machine leases its facility from real estate entity, Coxco, LLC, which is owned by the owners of Cox Machine, Inc. Cox had 98 employees prior to the expansion project and projected it would hire an additional 37 employees over the next five years at an average annual salary of \$40,859. The expansion project included constructing and equipping a 28,588 square foot building addition at a total cost of \$3,616,236.

<u>Commitment</u>	<u>Performance</u>
• Construction of building addition	Completed 28,588 square foot facility
• Create 37 new jobs in five years	Created 142 new jobs
• Average annual salary \$40,859	Average annual salary \$44,000

Financial Considerations: Under the City's Economic Development Policy, the company qualifies for a 100% ad valorem tax exemption for an additional five years.

A new cost/benefit analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

	Projected	Actual
City of Wichita	1.99 to 1	5.35 to 1
City of Wichita - General Fund	1.81 to 1	4.32 to 1
Sedgwick County	1.64 to 1	3.34 to 1
USD 266	1.28 to 1	1.00 to 1
State of Kansas	7.69 to 1	176.51 to 1

The cost/benefit analysis does not take into account the \$37,845 Cox paid in general taxes for other portions of its facility.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 100% ad valorem tax exemption for Coxco, LLC/Cox Machine, Inc.

Attachments: None

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (Piping & Equipment Company, Inc.) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

RECOMMENDATION: Approve the second five-year property tax abatement.

BACKGROUND: On February 03, 2009, the Wichita City Council approved an Economic Development Tax Exemption (EDX) for Piping & Equipment Company, Inc. (P & E), located at 1111 East 37th St. North in north Wichita. Under the City's Economic Development policy, P & E qualified for an 87.5% exemption on real property for a five-plus-five year basis. P & E has exceeded the projected job creation of 12 new jobs and is requesting approval of the second five-year tax exemption.

Piping & Equipment Company, Inc. is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a main supplier to another BREG cluster, Oil and Gas Production.

ANALYSIS: P & E was founded in 1946 to fabricate and erect power piping. The company began by serving electrical generating plants and has expanded to include refineries, chemical, industrial and food processing plants, along with ASME code fabrication and repair, millwright services, and heavy mechanical construction. P & E works with a number of regional and national clients on major pipeline construction and maintenance. They have operated in Wichita for over 60 years and have established a high-quality reputation. The company provides a unique service and has exhibited steady growth and expansion.

P & E had 50 employees at the time of the expansion and projected adding 12 new jobs over the next five years, bringing total employment to 62. The expansion project included construction of a state-of-the-art 35,000 square foot manufacturing shop with 32 foot ceilings at 1111 East 37th St. North at a cost of \$2,236,951.

<u>Commitment</u>	<u>Performance</u>
• Average Annual Salary \$76,000	Average Annual Salary \$77,052
• Construction of a new building	Completed 35,000 square foot facility
• Create 12 new jobs in five years	Created 66 new jobs

Financial Considerations: Under the City's Economic Development Policy, the company qualifies for an 87.5% ad valorem tax exemption for an additional five years.

A new cost/benefit analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

	Projected Benefit to Cost Ratio	Actual Benefit to Cost Ratio
City of Wichita	1.92 to 1	11.54 to 1
City of Wichita – General Fund		9.07 to 1
Sedgwick County	1.52 to 1	6.74 to 1
USD 259	1.14 to 1	1.14 to 1
State of Kansas	7.25 to 1	351.91 to 1

The 2009 analysis estimated the first full year of exempted property taxes to be \$58,065. Based on the actual county appraisal of the improved property, the amount of exempted property taxes in 2014 was \$21,007. The company paid \$16,827 in property taxes in 2014 for the existing facility that was not exempted.

Legal Considerations: According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

Recommendations/Actions: It is recommended that City Council approve the second five-year 87.5% ad valorem tax exemption for Piping & Equipment Company, Inc.

Attachments: None

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Restated and Amended Economic Development Grant Agreement with Beechcraft Corporation and Textron Aviation (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Amended and Restated Economic Development Grant Agreement and authorize the necessary signatures.

Background: In 2010, Hawker Beechcraft Corporation (HBC) announced it was considering moving a significant amount of production work from its Wichita plant to an undisclosed location in the southeast United States. On October 5, 2010, the Governor announced a tentative agreement to provide state assistance to retain HBC jobs in Wichita. In May of 2011, the Wichita City Council and the Board of County Commissioners approved a grant agreement providing up to \$1,000,000 annually for a five year period to retain at least 3,600 jobs at the corporate headquarters in Wichita for a minimum of 10 years.

The State, County and City agreements with HBC required it to employ 4,000 employees and to maintain its corporate headquarters in Wichita until at least the year 2020. HBC agreed to report employment numbers as of the end of each year and would be eligible to receive a payment up to \$500,000 from the City if the minimum number of employees was retained. If at the end of any year during the initial five-year pay-out period, HBC employs fewer than 4,000 workers, the subsequent incentive payment will be reduced proportionally, but only if the job count was less than 90% of 4,000 (3,600) at the end of any year. If the employment count was below the 3,600 mark for years 6-10, HBC would be subject to repayment of a proportional share of the funds received in the year five years prior.

The City paid \$1,849,875 to HBC for retained employment for the first four years of the agreement. HBC voluntarily declined to take a payment of \$365,125 for year five which it would have been eligible to receive based upon employment levels at the end of 2014.

Beechcraft is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is an original equipment manufacturer in another BREG cluster, Aerospace.

Analysis: In March of 2014, Textron, Inc. acquired Beechcraft after it emerged from bankruptcy and created Textron Aviation to integrate Beechcraft and Cessna into one company. Textron invested \$1.4 billion to acquire Beechcraft and retained approximately 3,000 jobs in Wichita. Textron publically announced that it has begun to invest in the Beechcraft campus as well.

As of January 2016, all Beechcraft and Cessna employees will be employees of Textron Aviation. Therefore, it is necessary to amend the 2011 Economic Development Grant Agreement to restate the number of Textron jobs that must be retained, and to distinguish the Textron jobs (formerly Beechcraft jobs) that fulfill the company's promise from the Textron jobs (formerly Cessna jobs) that are not subject to the original agreement.

Textron Aviation has identified a number of programs that will be used to gauge employment levels to

satisfy the requirements identified in the original agreement. These programs include the recently announced Longitude airplane to be built on the Beech campus, the King Air and future turboprop programs, the acquisition of the Interior Manufacturing Facility (formerly owned by Goodrich) and a redistribution of some of the existing corporate administrative staff. Since a portion of the employees are existing employees, Textron has agreed to increase the base employment requirement to 4,300 employees.

The Restated and Amended agreement, which mirrors the recently approved State and County agreements, stipulates that at the end of each year from 2015-2020, the company will report employment levels in the identified programs. If employment levels fall below 3,870, or 90% of the new base requirement of 4,300 employees, the company will repay to the City \$35,567 for that year. If the company meets the minimum employment objective, it will be relieved of any obligation to repay that amount each year it is compliant.

The total potential six year repayment amount, as identified in the agreement, is \$213,405. That number was arrived by projecting a declining employment level at Beechcraft as if it were to remain on its own. For each year that the company would be below the 3,600 employment level identified in the original agreement, a percentage of noncompliance would be calculated and applied as a clawback.

The State and County approved their amended HBC agreements on October 15, 2015 and November 4, 2015, respectively.

Financial Considerations: The City paid \$1,849,875 to HBC from monies appropriated in the Economic Development Fund for that purpose.

Legal Considerations: The attached Restated and Amended Economic Development Grant Agreement has been approved as to form by the Department of Law.

Recommendations/Actions: It is recommended that the City Council approve the Restated and Amended Economic Development Grant Agreement and authorize the necessary signatures.

Attachments: Restated and Amended Workforce Services Training Agreement (State Agreement)
Restated and Amended Economic Development Grant Agreement (City/County Agreement)
October 15th Press Release

**RESTATED AND AMENDED
ECONOMIC DEVELOPMENT GRANT AGREEMENT**

By and Among

BEEHCRAFT CORPORATION

and

TEXTRON AVIATION INC.

and

THE CITY OF WICHITA, KANSAS,

and

SEDGWICK COUNTY, KANSAS

**Dated as of
November __, 2015**

This Restated and Amended Economic Development Grant Agreement (the "Restated Agreement") is entered into as of November __, 2015, by and among Beechcraft Corporation, successor in interest to Hawker Beechcraft Corporation ("HBC") and Textron Aviation Inc., a Kansas corporation (the "Company"), the City of Wichita, Kansas (the "City") and Sedgwick County, Kansas (the "County").

WITNESSETH

WHEREAS, pursuant to a certain Workforce Services Training Agreement dated as of December 21, 2010, ("State Impact Agreement") and a Restated and Amended Workforce Services Training Agreement dated October 15, 2015, and attached hereto as "Exhibit B" (the "State Impact Restated and Amended Agreement"), by and between the Company and the Kansas Department of Commerce (hereinafter, "KDOC"), the KDOC covenanted to use its reasonable efforts to cause the City and County to enter into an agreement to provide to HBC a \$5,000,000 grant; and,

WHEREAS, the Governing Bodies of the City and County found it to be in the best interests of the City and County to enter into the Agreement which provided for a \$5,000,000 economic development grant to HBC, on terms similar to those established for the Major Project Investment ("MPI") payments under the State Impact Agreement; and

WHEREAS, HBC filed for Chapter 11 bankruptcy protection in May of 2012 and emerged in February of 2013 as Beechcraft Corporation, who assumed the Agreement; and

WHEREAS, the goal of the Beechcraft Corporation ownership group was to stabilize the business and then sell at the maximum price; and

WHEREAS, Beechcraft Corporation marketed the business to Textron Inc. and other entities located in Brazil, China, India and Mexico; and

WHEREAS, Textron Inc. invested \$1.4 billion into the Wichita and Sedgwick County community acquiring Beechcraft Corporation in March of 2014, retaining a significant number of its employees, iconic product lines and facilities, and desires to continue to participate in the IMPACT Program; and

WHEREAS, since the acquisition of Beechcraft Corporation, Company has demonstrated its long-term commitment to Wichita and Sedgwick County by signing a long-term labor agreement for the Cessna and Beechcraft bargaining unit employees; converted the vacant Beechcraft Plant III into a Composite Center of Excellence and product development facility, with 400 engineers moving into the facility; relocating parts distribution from a third-party vendor in Texas to a facility on the east (Beechcraft) campus to be completed in December 2015; created a Fabrication Center of Excellence at the Pawnee facility; and purchased Goodrich's Interior Manufacturing Facility on Maize Road in January of 2015 and preserving 400 jobs; and

WHEREAS, by the year 2016 employees of Beechcraft Corporation will be employees of the Company and tracked with the Company ID's; and

WHEREAS, the work scope of the Beechcraft Corporation former location has changed and the Company has added new projects at such location; and

WHEREAS, the City and County and the Company agree that it is in their mutual best interests to enter into this Restated Agreement to revise the terms to reflect Beechcraft Corporation's current situation and the Company's continuing investment strategy.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained the parties hereto agree as follows:

ARTICLE I DEFINITIONS

As used herein, the following words and phrases shall have the following meanings:

"Agreement" means the Economic Development Grant Agreement dated May 17, 2011, by and among Hawker Beechcraft Corporation, the City and the County.

"Company" means Textron Aviation Inc. and its successors and assigns.

"Contract Year" means a 12-month period from January 1 to December 31.

"Existing Job" means any job or position of employment with the Company at any of its facilities in Sedgwick County, Kansas which is filled by an employee of the Company. For purposes of this Agreement, the number of Existing Jobs shall be deemed to be 4,300 as set forth on Exhibit A of the State Impact Restated and Amended Agreement.

"Expiration Date" means December 31, 2020.

"Grant Repayment Amount" means any amount the Company is required to repay to the City and County if the Company fails to retain at least the Required Minimum Number of Existing Jobs measured as of the Job Commitment Dates for Contract Years 2015, 2016, 2017, 2018, 2019, and 2020 of this Restated Agreement. The Grant Repayment Amount shall be \$35,567, each to the City and County, per Contract Year.

"Headquarters and Administration Employees" means all Company's employees working in Administration, IT, Sales, Marketing, Finance, Legal, Human Resources, Wichita Citation Service Center, HBS Service Center, Aftermarket and Aftermarket administration and support and Product Line Teams.

"IMF" means the Company's Interior Manufacturing Facility located on Maize Road in Wichita and purchased from Goodrich in January of 2015.

"Job Commitment Dates" means the dates on which the Company is required by the State Impact Restated and Amended Agreement to have met job retention requirements.

"Performance Percentage" means the total number of Existing Jobs on each Job Commitment Date divided by 4,300.

"Project" means the Project as defined in the State Impact Restated and Amended Agreement.

"Project Facilities" means the facilities so defined in the State Impact Restated and Amended Agreement.

"Required Minimum Number of Existing Jobs" means 3,870 Existing Jobs.

"Repayment Amount" means \$426,810 reduced by the amount of any Grant Repayment Amount.

"Term of this Restated Agreement" means the period from the date hereof to the Expiration Date.

ARTICLE II REPRESENTATIONS AND WARRANTIES AND COVENANTS

Section 2.1. Representations and Warranties of the Company. The Company extends to the City and County the same representations and warranties it has made to KDOC pursuant to Section 2.1 of the State Impact Restated and Amended Agreement.

Section 2.2. Covenants of the Company. The Company covenants as follows:

- (a) It will honor and perform the covenants made to KDOC in Section 2.2(b), (c), (d) and (e), of the State Impact Restated and Amended Agreement, and hereby extends such covenants to the City and County.
- (b) Subject to, and in accordance with the terms and conditions set forth in this Agreement, the Company agrees to retain 4,300 Existing Jobs in Sedgwick County, Kansas.
- (c) The Company covenants and agrees to keep its corporate headquarters in Sedgwick County, Kansas until December 31, 2020.

Section 2.3. Representations and Warranties of the City and County. Each of the City and County hereby respectively represents and warrants to the Company as follows:

- (a) It has all the requisite power and authority to enter into this Restated Agreement and to carry out the obligations on its part set forth herein; and the person signing this Restated Agreement on its behalf has the authority to so execute this Restated Agreement and bind it to all the terms of this Agreement.

- (b) This Restated Agreement has been duly authorized, executed and delivered by it and constitutes on its part a legal, valid, and binding obligation, enforceable in accordance with its terms.

ARTICLE III PROJECT; GRANT REPAYMENT AMOUNT

Section 3.1. The Project. Company agrees that Existing Jobs in the Project shall remain at 4,300 full-time employees with a ten percent (10%) threshold of 3,870, the Required Minimum Number of Existing Jobs.

- (a) Employees to be considered in the Project shall be those full-time employees of Company working on the Product Lines, working at Company's IMF and Headquartered and Administration Employees, inclusive of all employees at the combined Company's Wichita based service centers. Additionally, if during the term of this Restated Agreement, should another Textron business unit bring an operation to Sedgwick County, the full-time employees of such unit shall be included in the Existing Jobs.
- (b) Additional Employees to be considered in the Project at the agreement of the Company and the City and County shall be any aircraft product lines produced in the future by Company in Sedgwick County.

Section 3.2. Repayment of Amount.

- (a) The parties agree the current balance of Repayment Amount is \$426,810 or \$213,405 each to the City and County.
- (b) Subject to Company failing to have at least 3,870 Existing Jobs on the Job Commitment Date immediately prior to each subsequent Required Payment Date, the Grant Repayment Amount is set forth in the table below.

Job Commitment Date	Required Reporting Date	Grant Repayment Amount City/County
December 31, 2015	February 1, 2016	\$35,567/\$35,567
December 31, 2016	February 1, 2017	\$35,567/\$35,567
December 31, 2017	February 1, 2018	\$35,567/\$35,567
December 31, 2018	February 1, 2019	\$35,567/\$35,567
December 31, 2019	February 1, 2020	\$35,567/\$35,567
December 31, 2020	February 1, 2021	\$35,567/\$35,567

- (c) By February 1 following a Contract Year ("Required Reporting Date"), Company shall provide the City and County a report certifying Company's employment numbers for Existing Jobs as of December 31 of that Contract Year. For 2015,

Company's employment numbers for Existing Jobs shall be based upon numbers for 2015. For 2016, Company's employment numbers for Existing Jobs shall be based on an average of 2015 and 2016. Beginning in 2017, Company's employment numbers for Existing Jobs shall be based on a three year rolling average.

- (d) For each year the Company satisfies the Required Minimum Number of Existing Jobs as of the Job Commitment Dates as set forth above, the Repayment Amount shall be deemed reduced by the amount associated with the Grant Repayment Amount set forth above.
- (e) If Company does not keep its corporate headquarters in Kansas until December 31, 2020, then City and County, at their sole discretion, may consider this Agreement to be in default and pursue any remedies available under this Agreement.

ARTICLE IV EVENTS OF REPAYMENT AND REMEDIES

Section 4.1. Events and Terms of Repayment. The Company is subject to the following repayment terms and conditions. Each of the following shall be an "event of repayment":

- (a) Any material representation or warranty made by the Company herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement shall at any time prove to have been intentionally false or misleading in any material respect when made or given. In such event, the Company shall pay to the City and County the Grant Repayment Amount for that specific Contract Year.
- (b) If as of any Job Commitment Date in Contract Years 1, 2, 3, 4, 5 and 6 of this Restated Agreement, as set forth above in Section 3.2(b), the Company fails to meet a Performance Percentage of 90% or greater then the Company will be required to pay to the City and County the Grant Repayment Amount for that specific Contract Year.
- (c) Notwithstanding the provisions in Section 4.1(b), if in any Contract Year the U.S. economy goes into recession, defined as two consecutive quarters of negative Gross Domestic Product, and the Company fails to satisfy the Required Minimum Number of Existing Jobs as of the Job Commitment dates as set forth in Section 3.2(b), the Grant Repayment Amount for that Contract Year shall be deferred, and the terms of this Restated Agreement shall be extended for an additional Contract Year.
- (d) In no event shall the Company's repayment obligation under this Restated Agreement exceed \$213,405 to the City and \$213,405 to the County.

- (e) In the event of a default under Section 3.2(e), then the Company shall be required to pay City and County the current balance of their respective Repayment Amount.
- (f) If the Company hires and/or retains/trains the Required Minimum Number of Existing Jobs, and meets the other terms of this Restated Agreement, then the Company shall have no obligation for any Repayment Amount.

Section 4.2. Force Majeure. Should the Company fail to perform its responsibilities pursuant to the terms of this Restated Agreement by reason of fire, lightning, tornado, wind damage, tempest, riot, war, terrorism, or unusual delay by common carriers, unavoidable casualties, or by any other cause considered an act of God, otherwise considered "Force Majeure" beyond the control of the Company and such events would otherwise cause the Company to be in default under the terms of this Agreement, then the Company shall be permitted a reasonable extension of time to cure or resolve its failure to perform. Such time period shall be mutually agreed to by the City and County and the Company to cure any such default caused by Force Majeure and during this period the Company shall not be deemed to be in default under this Restated Agreement with respect to the subject of such Force Majeure. In the event of a production interruption (such as labor stoppage, supply chain disruption, etc.), the Company, the City and County may agree to suspend performance under this Agreement for a mutually acceptable period of time. Any such suspension shall be without penalty to any party.

Section 4.3. City or County Breach. If the Company is unable to perform any obligation under this Restated Agreement due to a breach by the City or County of their respective responsibilities or obligations under this Restated Agreement, the Company shall be released from any such requirement.

Section 4.4. Remedies. Whenever an event of repayment shall have happened and be continuing, the City and County may take whatever action at law or in equity may appear necessary or desirable to collect any payment and other amounts then due and thereafter to become due from the Company hereunder, or to enforce observance of any other obligation or agreement of the Company under this Restated Agreement.

Section 4.5. No Remedy Exclusive. No remedy conferred upon or reserved to any party by this Restated Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle any party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.6. Waivers and Amendments. In the event any agreement contained in this Restated Agreement should be breached by any party and thereafter waived by the other parties, such waiver must be in writing and the waiver shall be limited to the particular breach so waived and

shall not be deemed to waive any other breach hereunder. This Restated Agreement may be amended only upon the written consent and approval of all parties.

ARTICLE V MISCELLANEOUS

Section 5.1. Execution in Counterparts. This Restated Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.2. Severability. If any provisions of this Restated Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.3. Governing Law; Venue. This Restated Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Kansas. In the event of any dispute, the exclusive venue for such dispute shall be the state or federal courts located in the State of Kansas.

Section 5.4. Notices. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the parties at their respective addresses shown below:

To the Company:

Textron Aviation Inc.
One Cessna Blvd.
Wichita, Kansas 67215

Attention: General Counsel

To the City:

The City of Wichita, Kansas
Office of the City Clerk
455 N. Main Street – 12th Floor
Wichita, Kansas 67202

To the County:

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

With a copy to:

Division of Finance
Attn: Chief Financial Officer
525 N. Main, Rm. 823
Wichita, KS 67203

The respective parties hereto may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 5.5. Assignment. This Restated Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the parties signatory hereto and their respective permitted successors and assigns provided that this Restated Agreement may not be assigned by the Company without the express written consent of the City and County which consent shall not be unreasonably withheld.

Section 5.6. Cash Basis and Budget Laws. The rights of the City and County to enter into this Restated Agreement are subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Restated Agreement shall be construed and interpreted so as to ensure that the City and County shall at all times stay in conformity with such laws, and as a condition of this Restated Agreement the City and County reserve the right to unilaterally sever, modify, or terminate this Restated Agreement at any time if, based on the written opinion of their respective legal counsel, the Restated Agreement violates the terms of such laws, or if mill levy funds generated are less than anticipated.

Section 5.7. Confidential Information. Unless required to be publicly disclosed by K.S.A. 46-1101 *et seq.*, K.S.A. 45-220 *et seq.*, or as otherwise required by law, the information provided pursuant to this Restated Agreement ("Confidential Information") shall be considered confidential and shall not be disclosed to the public without the consent of the Company. The City and County shall use their respective best efforts to protect the Confidential Information from accidental, inadvertent, or negligent disclosure and shall, immediately upon receipt of a request for disclosure pursuant to K.S.A. 46-1101 *et seq.*, K.S.A. 45-220 *et seq.*, or if otherwise required by law, provide notice of such request to the Company so that the Company may seek a protective order or other appropriate remedy or consent to the disclosure of such information. In the event that no such protective order or other remedy is obtained by the Company, or if the Company does not waive compliance with the terms of this Restated Agreement within the time

period required by K.S.A. 46-1101 *et seq.*, K.S.A. 45-220 *et seq.*, or as otherwise required by law, the City and County will furnish to the public that portion of the Confidential Information which it is advised by counsel is required to be disclosed, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information, if any, not required to be disclosed.

IN WITNESS WHEREOF, the parties hereto have caused this Restated Agreement to be duly executed and dated as of November __, 2015.

TEXTRON AVIATION INC.

By _____
Name: _____
Title: _____

CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:


for Jennifer Magana, City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY**

Richard Ranzau, Chairman

ATTEST:

Kelly Arnold, County Clerk

APPROVED AS TO FORM:


Assistant County Counselor

**RESTATED AND AMENDED
WORKFORCE SERVICES TRAINING AGREEMENT**

**AMONG
BEEHCRAFT CORPORATION
and
TEXTRON AVIATION INC.**

as Employer

**and
KANSAS DEPARTMENT OF COMMERCE**

**Dated as of
October 15, 2015**



This Restated and Amended Workforce Services Training Agreement (the “Restated Agreement”) is entered into as of October 15, 2015, among BEEHCRAFT CORPORATION, successor in interest to HAWKER BEEHCRAFT CORPORATION, and TEXTRON AVIATION INC., a Kansas corporation (“Employer”), and the Kansas Department of Commerce (“Commerce”).

WITNESSETH

WHEREAS, the Secretary of Commerce pursuant to the provisions of K.S.A. 74-50,102 through 74-50,112 (the “IMPACT Act”) has developed a program (the “IMPACT Program”) to provide for the establishment of projects to provide financial assistance to defray business costs and/or training of workers for existing jobs for a Kansas basic enterprise; and

WHEREAS, Commerce and Employer both believe it is in the best interests of Employer and the State of Kansas for Employer to participate in the IMPACT Program and for Commerce and Employer to enter into this Restated Agreement; and

WHEREAS, Commerce and Hawker Beechcraft Corporation (“HBC”) entered into a Workforce Services Agreement dated December 21, 2010, (the “Agreement”) providing the terms and conditions of HBC’s participation in the IMPACT Program; and

WHEREAS, HBC filed for Chapter 11 bankruptcy protection in May of 2012 and emerged in February of 2013 as Beechcraft Corporation, who assumed the Agreement; and

WHEREAS, the goal of the Beechcraft Corporation ownership group was to stabilize the business and then sell at the maximum price; and

WHEREAS, Beechcraft Corporation marketed the business to Textron Inc. and other entities located in Brazil, China, India and Mexico; and

WHEREAS, Textron Inc. invested \$1.4 billion into the Kansas community acquiring Beechcraft Corporation in March of 2014, retaining a significant number of its employees, iconic product lines and facilities, and desires to continue to participate in the IMPACT Program; and

WHEREAS, since the acquisition of Beechcraft Corporation, Employer has demonstrated its long-term commitment to Wichita and Kansas by signing a long-term labor agreement for the Cessna and Beechcraft bargaining unit employees; converted the vacant Beechcraft Plant III into a Composite Center of Excellence and product development facility, with 400 engineers moving into the facility; relocating parts distribution from a third-party vendor in Texas to a facility on the east (Beechcraft) campus to be completed in December 2015; created a Fabrication Center of Excellence at the Pawnee facility; and purchased Goodrich’s Interior Manufacturing Facility on Maize Road in January of 2015 and preserving 400 jobs; and

WHEREAS, by the year 2016 employees of Beechcraft Corporation will be employees of Employer and tracked with Employer ID’s; and

WHEREAS, the work scope of the Beechcraft Corporation former location has changed and Employer has added new projects at such location; and

WHEREAS, Commerce and Employer agree that it is in their mutual best interest to enter into this Restated Agreement to revise the terms to reflect the Beechcraft Corporation's current situation and Employer's continuing investment strategy.

NOW, THEREFORE, in consideration of the premises and the mutual representations and Restated Agreements hereinafter contained the parties hereto agree as follows:

ARTICLE I DEFINITIONS

As used herein, the following words and phrases shall have the following meanings:

"Agreement" means the Workforce Services Training Agreement between HBC and Commerce dated December 21, 2010.

"Commerce" means the Kansas Department of Commerce.

"Contract Year" means each 12-month period from January 1 to December 31.

"Direct Services Amount" means the estimated value of training and training-related services provided to Employer pursuant to this Restated Agreement by Commerce and/or its contractors.

"Employer" means Textron Aviation Inc. and its successors and assigns.

"Existing Job" means as of the date of this Restated and Amended Agreement, any job or position of employment with the Employer at its facilities in the State of Kansas (excluding its Independence facility) and assigned to the Project which is filled by an employee of the Employer. Numbers of Project Existing Jobs are as set forth on Exhibit A.

"Expiration Date" means December 31, 2020.

"Grant Services Amount" means the sum of funds provided by Commerce to reimburse Employer for Project costs.

"Headquarters and Administration Employees" means all Employers' employees working in Administration, IT, Sales, Marketing, Finance, Legal, Human Resources, Wichita Citation Service Center, HBS Service Center, Aftermarket and Aftermarket administration and support and Product Line Teams.

"IMPACT Program Act" means K.S.A. 74-50,102 through 74-50,112, as from time to time amended, and the Rules and Regulations promulgated thereunder.

"IMF" means Employer's Interior Manufacturing Facility located on Maize Road in Wichita and purchased from Goodrich in January of 2015.

"Job Commitment Dates" means the dates on which Employer is required to have met job retention requirements.

“Major Project Investment” or “MPI” means non-training related business expenses of the employer in support of the project.

“MPI Payment” means the amount paid to the Employer through the Major Project Investment fund which may be used for, but not limited to; equipment relocation expenses, labor recruitment, research and development, building expenses, employee salaries as permitted by law, and equipment purchases.

“MPI Repayment Amount” means any amount Employer is required to repay to Commerce if Employer fails to retain at least the Required Minimum Number of Existing Jobs measured as of the Job Commitment Dates for Contract Years 1 through 6 of this Restated Agreement. The MPI Repayment Amount shall be \$3,700,146 per Contract Year.

“Program Costs” has the meaning set forth in K.S.A 74-50,103.

“Project” means the Project as defined in Section 3.1.

“Project Cost” means the identified expenses incurred in association with the Project.

“Project Facilities” means the facilities of the Employer at which the Existing Jobs will be retained/trained.

“Required Minimum Number of Existing Jobs” means 3,870 Existing Jobs.

“Secretary” means the Secretary of Commerce.

“SKILL Project” as defined in K.S.A 74-50,103.

“Term of this Restated Agreement” means the period from the date hereof to the Expiration Date.

ARTICLE II REPRESENTATIONS AND WARRANTIES AND COVENANTS

Section 2.1. Representations and Warranties of the Employer.

The Employer represents and warrants to Commerce as follows:

- (a) it is a Kansas basic enterprise as defined in the IMPACT Act and is duly organized and validly existing under the laws of the State of Kansas;
- (b) each of the jobs included in the Project is an Existing Job;
- (c) to the best of the Employer’s knowledge, all information provided to Commerce regarding the Project is true, complete and accurate in all material respects as of the date such information was provided;

Section 2.2. Covenants of the Employer.

The Employer covenants as follows:

- (a) Employer will use its commercially reasonable efforts to cooperate with and coordinate its employment activities with all state and federal programs for which all or any part of the Project may qualify.
- (b) Employer will at all times during the Term of this Restated Agreement comply in all material respects with the applicable provisions of the IMPACT Act.
- (c) Employer covenants and agrees to keep its corporate headquarters in Kansas until December 31, 2020.
- (d) The King Air, Baron, Bonanza, T6/AT-6, Future Textron Aviation Pressurized Business Twin Turboprop Product, Future Textron Aviation Pressurized Business Single Engine Turboprop Products and Longitude aircraft development and product lines will be produced by Employer in Kansas (the "Product Lines"). Employer covenants and agrees with respect to its Product Lines, it will continue to perform final assembly and execute completions at the locations where such activities are performed as of the date hereof. For the avoidance of doubt, a decision by Employer to discontinue an aircraft product line or sell an aircraft product line to a third party shall not constitute a breach of this covenant provided that Employer is not otherwise in breach of the Restated Agreement.
- (e) Employer covenants and agrees that if other Textron Inc. business units are pursuing expansion or relocation projects and considering Kansas, Employer will use its reasonable best efforts to help secure the projects in Kansas. Employment numbers associated with the projects may be considered in the future overall job totals and calculations on repayments. The provisions of Section 5.8 shall be applicable to any employees considered in the future overall job totals.

Section 2.3 Representations and Warranties of Commerce.

Commerce represents and warrants to Employer as follows:

- (a) Commerce has all the requisite power and authority to enter into this Restated Agreement and to carry out the terms hereof; and the person signing this Restated Agreement has the authority to execute this Restated Agreement and bind Commerce to all the terms of this Restated Agreement.
- (b) This Restated Agreement has been duly authorized, executed and delivered by Commerce and constitutes a legal, valid, and binding obligation of Commerce, enforceable in accordance with its terms.

Section 2.4 Covenants of Commerce.

Commerce covenants and agrees to use its reasonable efforts to cause Sedgwick County and the City of Wichita to enter into a Restated Agreement with Employer on similar terms stated herein.

ARTICLE III PROJECT

Section 3.1. The Project. Employer agrees that Existing Jobs in the Project shall remain at 4,300 full-time employees with a ten percent (10%) threshold of 3,870, the Required Minimum Number of Existing Jobs.

- (a) Employees to be considered in the Project shall be those full-time employees of Employer working on the Product Lines, working at Employer's IMF and Headquartered and Administration Employees, inclusive of all employees at the combined Employer's Wichita based service centers. Additionally, if during the term of this Restated Agreement, should another Textron business unit bring an operation to Kansas, the full-time employees of such unit shall be included in the Existing Jobs. The provisions of Section 5.8 shall be applicable to any employees considered in the future overall job totals.
- (b) Additional Employees to be considered in the Project at the agreement of the Employer and Commerce shall be any aircraft product lines produced in the future by Employer in Kansas. The provisions of Section 5.8 shall be applicable to any employees considered in the future overall job totals.

Section 3.2. Repayment of MPI Disbursement.

- (a) The parties agree the current balance of MPI Repayments is \$22,200,874.
- (b) Subject to Employer having at least 3,870 Existing Jobs on the Job Commitment Date immediately prior to each subsequent Required Reporting Date, MPI Repayment Amount is set forth in the table below.

Job Commitment Date	Required Reporting Date	Amount of Repayment
December 31, 2015	February 1, 2016	\$3,700,146
December 31, 2016	February 1, 2017	\$3,700,146
December 31, 2017	February 1, 2018	\$3,700,146
December 31, 2018	February 1, 2019	\$3,700,146
December 31, 2019	February 1, 2020	\$3,700,146
December 31, 2020	February 1, 2021	\$3,700,146

- (c) By February 1 following a Contract Year ("Required Reporting Date"), Employer shall provide Commerce a report certifying Employer's employment numbers for Existing Jobs as of December 31 of that Contract Year. For 2015, Employer's employment numbers for Existing Jobs shall be based upon numbers for 2015. For 2016, Employer's employment numbers for Existing Jobs shall be based on an average of 2015 and 2016. Beginning in 2017, Employer's employment numbers for Existing Jobs shall be based on a three year rolling average.
- (d) For each year the Employer satisfies the Required Minimum Number of Existing Jobs as of the Job Commitment Dates as set forth above, the MPI Repayment

Amount shall be deemed reduced by the amount associated with the Amount of Repayment set forth above.

- (e) If Employer does not keep its corporate headquarters in Kansas until December 31, 2020, then Commerce, at its sole discretion, may consider this Agreement to be in default and pursue any remedies available under this Agreement.

ARTICLE IV EVENTS OF REPAYMENT

Section 4.1. Events and Terms of Repayment. Employer is subject to the following repayment terms and conditions. Each of the following shall be an “event of repayment”:

- (a) Any material representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Restated Agreement shall at any time prove to have been intentionally false or misleading in any material respect when made or given. In such event, Employer shall pay to Commerce the Repayment Amount for that specific Contract Year.
- (b) If as of any Job Commitment Date in Contract Years 1 through 6 of this Restated Agreement, as set forth above in Section 3.2, Employer fails to meet the Required Minimum Number of Existing Jobs, then the Employer will be required to pay to Commerce the MPI Repayment Amount for the Contract Year.
- (c) Notwithstanding the provisions in section 3.3(b), if in any Contract Year the U.S. economy goes into recession, defined as two consecutive quarters of negative Gross Domestic Product, and Employer fails to satisfy the Required Minimum Number of Existing Jobs as of the Job Commitment dates as set forth in Section 3.2, the MPI Repayment Amount for that Contract Year shall be deferred, and the term of this Restated Agreement shall be extended for an additional Contract Year.
- (d) In the event of a default under Section 3.2 (e), then the Employer shall be required to pay Commerce the current balance of the MPI Repayment Amount of \$22,200,874.
- (e) If Employer hires and/or retains/trains the Required Minimum Number of Existing Jobs, and meets the other terms of this Restated Agreement, then Employer will have no obligation for any MPI Repayment Amount.

Section 4.2. Force Majeure. Should Employer fail to perform its responsibilities pursuant to the terms of this Restated Agreement by reason of fire, lightning, tornado, wind damage, tempest, riot, war, terrorism, or unusual delay by common carriers, unavoidable casualties, or by any other cause considered an act of God, otherwise considered “Force Majeure” beyond the control of Employer and such events would otherwise cause Employer to be in default under the terms of this Restated Agreement, then Employer shall be permitted a reasonable extension of time up to

one year to cure such default. Such time period shall be mutually agreed to by Commerce and Employer to cure any such default caused by Force Majeure and during this period Employer shall not be deemed to be in default under this Restated Agreement with respect to the subject of such Force Majeure. Any term of suspension shall be added back to the end of the Restated Agreement. In the event of a production interruption (such as labor stoppage, supply chain disruption, etc.), Employer and Commerce may agree to suspend performance under this Restated Agreement for a mutually acceptable period of time. Any such suspension shall be without penalty to any party.

Section 4.3. Commerce Breach. If Employer is unable to perform any obligation under this Restated Agreement due to a breach by Commerce of its responsibilities or obligations under this Restated Agreement, Employer shall be released from any such requirement.

Section 4.4. Remedies. Whenever an event of repayment shall have happened and be continuing, Commerce may terminate disbursement of any unexpended funds and divert such amounts to Commerce for its use in connection with the IMPACT Program or Commerce may take whatever action at law or in equity may appear necessary or desirable to collect any payment and other amounts then due and thereafter to become due by the Employer hereunder, or to enforce observance of any other obligation or Restated Agreement of the Employer under this Restated Agreement. Notwithstanding the foregoing or any contrary provision contained herein, Commerce shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to it at no cost or expense to it and Employer should not be liable for any amounts other than as set forth in Section 4.1 hereof.

Section 4.5. No Remedy Exclusive. No remedy conferred upon or reserved to either party by this Restated Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.6. Waivers and Amendments. In the event any Restated Agreement contained in this Restated Agreement should be breached by either party and thereafter waived by the other party, such waiver must be in writing and the waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. This Restated Agreement may be amended only upon the written consent and approval of both parties.

ARTICLE V MISCELLANEOUS

Section 5.1. Execution in Counterparts. This Restated Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.2. Severability. If any provisions of this Restated Agreement, or any covenant, stipulation, obligation, Restated Agreement, act or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, Restated Agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, Restated Agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.3. Governing Law; Venue. This Restated Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Kansas. In the event of any dispute, the exclusive venue for such dispute shall be any state or federal court located in the State of Kansas.

Section 5.4. Notices. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the Employer or Commerce at their respective addresses shown below:

To Employer: TEXTRON AVIATION INC.
One Cessna Blvd.
Wichita, Kansas 67215

Attention: General Counsel

To Commerce: Kansas Department of Commerce
1000 S.W. Jackson Street, Suite 100
Topeka, Kansas 66612-1354

Attention: Nadira Hazim-Patrick -- Manager of Performance Services

The Employer and Commerce may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 5.5. Assignment. This Restated Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Commerce, the Employer and their respective permitted successors and assigns provided that this Restated Agreement may not be assigned by the Employer without the express written consent of Commerce which consent shall not be unreasonably withheld or delayed.

Section 5.6. Obligations to Fund Limited. The obligation of Commerce to pay for Program Costs of the SKILL Project or MPI Project shall be limited by the availability for such purpose from time to time of amounts on deposit in the IMPACT Program Services Fund, such payment shall not be unreasonably withheld or delayed.

Section 5.7. Reporting and Reviews. Commerce shall keep accurate books and records of the amounts expended herein and all other data, statistics and information relating to the Project and shall maintain the same for at least 5 years after the Termination Date. The Employer shall keep accurate books and records and all other data, statistics and information relating to the Existing Jobs pursuant to this Restated Agreement. In the final quarter of each Contract Year the parties agree to have an annual review where Employer shall provide status reports on legacy programs, future turboprops, Longitude, future jet production, and the interior manufacturing facility.

Section 5.8. Other Eligible Tax Credits or Benefits. Employer hereby acknowledges part of the consideration for this amendment is the understanding it shall not be allowed to participate in the Job Creation Fund program pursuant to K.S.A. 74-50, 107 et seq., and amendments thereto; the PEAK program pursuant to KSA 74-50,210 et. Seq.; the HPIP program pursuant to KSA 79-32,160a and KSA 79-32,163 or any other state administered economic development incentive programs with respect to any of Employer's employees and investment involved with the development or production, either ongoing or future, of any of the product lines referenced in the Agreement and amendments thereto.

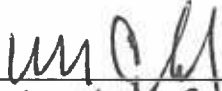
Section 5.9. Confidential Information. Unless required to be publicly disclosed by K.S.A. 46-1101 et seq., K.S.A. 45-220 et seq., or as otherwise required by law, the information provided pursuant to this Restated Agreement ("Confidential Information") shall be considered confidential and shall not be disclosed to the public without the consent of Employer. Commerce shall use its best efforts to protect the Confidential Information from accidental, inadvertent, or negligent disclosure and shall, immediately upon receipt of a request for disclosure pursuant to K.S.A. 46-1101 et seq., K.S.A. 45-220 et seq., or if otherwise required by law, provide notice of such request to Employer so that Employer may seek a protective order or other appropriate remedy or consent to the disclosure of such information. In the event that no such protective order or other remedy is obtained by Employer, or that Employer does not waive compliance with the terms of this Restated Agreement within the time period required by K.S.A. 46-1101 et seq., K.S.A. 45-220 et seq., or as otherwise required by law, Commerce will furnish to the public that portion of the Confidential Information which it is advised by counsel is required to disclosed, and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information, if any, not required to be disclosed.


Section 5.10. Entire Restated Agreement. This Restated Agreement sets forth the complete and total understanding of the parties with respect to the subject matter hereof and shall supersede and replace the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Employer, Beechcraft Corporation and Commerce have caused this Restated Agreement to be duly executed all as of the 15th day of October, 2015.

KANSAS DEPARTMENT OF COMMERCE TEXTRON AVIATION INC.

By: 
Name: Michael Copeland
Title: Interim Secretary of Commerce

By: 
Name: JIM WALTERS
Title: SR VP HR COMMUNICATIONS

BEECHCRAFT CORPORATION, successor in
interest to HAWKER BEECHCRAFT
CORPORATION

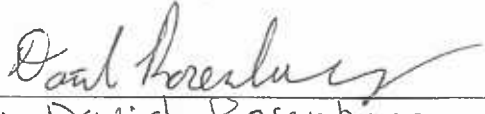
By: 
Name: David Rosenberg
Title: VP Strategic Planning & Integration

Exhibit A

2015 Existing Project Jobs

650	Wichita Service Centers
429	Interior Manufacturing Facility
2898	East Campus Manufacturing & Product Development
<u>1354</u>	<u>Textron Aviation Headquarters & Administration</u>
5331	Total



News Release

1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354
KansasCommerce.com

Contact: Dan Lara, Department of Commerce
(785) 296-3760, dlara@kansascommerce.com
Rosa Lee Argotsinger, Textron Aviation
(316) 517-5524, rlargotsinger@txtav.com

For Immediate Release
Oct. 15, 2015

Textron Aviation commits to new programs and investment in Wichita *Textron Aviation will build new Citation business jet in Kansas*

The Department of Commerce and Textron Aviation Inc., a Textron Inc. company, announced today a restated Workforce Services Training Agreement that will support hundreds of millions of dollars of investment in new product development and production in Wichita. The company plans to build its next business jet, the Citation Longitude, at the Textron Aviation facilities in Wichita. Additionally, this agreement will support Textron Aviation's future product development of turboprop aircraft and the new interior manufacturing facility in Wichita.

"Textron Aviation is a great, home grown success story, and this agreement demonstrates its long-term commitment to Kansas," said Interim Commerce Secretary Michael Copeland. "We remain a full partner with Textron. This commitment by the company highlights our highly skilled workforce and competitive business climate, as well as demonstrates why Kansas is the best location in the world to develop and produce general aviation aircraft."

"With more than 9,000 people employed throughout the state, Textron Aviation is proud to call Kansas home," said Jim Walters, Senior Vice President Human Resources & Communications, Textron Aviation. "The revised agreement takes into account the company's significant investment in facilities and programs based in Kansas and particularly in the Wichita area. We appreciate the partnership with the State, the City of Wichita and Sedgwick County."

In support of these programs being added into the restated agreement and Textron Aviation's continued investment into its Wichita operations, the State of Kansas has agreed to modify the agreement it reached in December 2010 with Hawker Beechcraft to reflect Textron's acquisition of the company and subsequent formation of Textron Aviation. This modification recognizes Textron's significant investment in its operations and positions the company for future growth opportunities through new and enhanced products. The company is currently working with the city and county to modify its agreement with both entities under similar terms.

Since 2011, Textron has invested more than \$2 billion in Textron Aviation, which includes its \$1.4 billion purchase of Beechcraft in 2014. In 2015, Textron Aviation received FAA-type certification for its Citation Latitude, which was designed and is being manufactured in Kansas.

Textron also continues to invest in other new products. One example is the Scorpion tactical jet that is being developed at Textron Aviation's Pawnee facility in Wichita. The first prototype, which was designed and built in Wichita, now has more than 400 flight hours flown throughout the world. The company is currently building the second prototype in Wichita, and development work continues.

"Sedgwick County is supportive of Textron Aviation's success in our community and maintaining a strong jobs presence," said Sedgwick County Commission Chairman Richard Ranzau. "We are encouraged when Sedgwick County businesses talk about growth, as that means stability for workers in our community. Sedgwick County plans to have this agreement on our Nov. 4 commission meeting agenda."

"I am pleased that Textron Aviation and the State of Kansas have come to this agreement, and I look forward to working with the company to develop a similar agreement with the City of Wichita," said Wichita Mayor Jeff Longwell. "Textron Aviation's investment in Wichita will be a key driver in a strong and diverse Wichita economy."

###

**City of Wichita
City Council Meeting
November 10, 2015**

TO: Mayor and City Council

SUBJECT: Ordinance Repealing Section 12.04.080 of the Code of the City of Wichita
Relating to Trains

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the ordinance on first reading and authorize the necessary signatures.

Background: Currently, Section 12.04.080 of the Code of the City of Wichita prohibits trains from blocking streets for more than five minutes, unless the train is in motion. Recent court rulings, however, have identified train traffic as interstate commerce traffic and is not subject to the authority of local law enforcement.

Analysis: To comply with the recent court rulings, the proposed ordinance repeals the City's existing regulations on stationary trains obstructing streets.

Financial Considerations: None.

Legal Considerations: The ordinance amendments have been drafted and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council place the ordinance on first reading and authorize the necessary signatures.

Attachments: Proposed ordinance.

08/31/2015

ORDINANCE NO. 50-106

AN ORDINANCE REPEALING THE ORIGINAL OF SECTION 12.04.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO TRAINS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. The original of Section 12.04.080 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of November, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana
Director of Law

This is a placeholder document for the report "Agenda Report No. IV-6". There was an error in the publishing process and it could not be converted to PDF.

CLEAN

11/11/2015

ORDINANCE NO. 50-107

AN ORDINANCE AMENDING SECTION 2.56.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CAMPAIGN FINANCES AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.56.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Sec. 2.56.030. - Contribution limited per campaign.

- (a) The aggregate amount contributed to a candidate for nomination or election to the city council and to his or her candidate committee and to all political committees and dedicated to a particular candidate's campaign by any person shall not exceed five hundred dollars for each primary election and an equal amount for each general election.

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 17th day of November, 2015.

Jeff Longwell, Mayor

ATTEST:

Approved as to Form:

Karen Sublett, City Clerk

Jennifer Magana, Director of Law and City Attorney

First Published in The Wichita Eagle on _____

DELINEATED

11/11/2015

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 2.56.030 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CAMPAIGN FINANCE AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.56.030 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Sec. 2.56.030. - Contribution limited per campaign.

- (a) The aggregate amount contributed to a candidate for nomination or election to the city council and to his or her candidate committee and to all political committees and dedicated to a particular candidate's campaign by any person shall not exceed five hundred dollars for each primary election and an equal amount for each general election.
- ~~(b) Contributions by political committees as defined by K.S.A. 25-4143, as amended, corporations, partnerships, trusts, labor unions, business groups or other such organizations are expressly prohibited.~~

SECTION 2. The original of Section 2.56.030 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, Director of Law and City
Attorney

7/9/15

CHARTER ORDINANCE NO. 226

A CHARTER ORDINANCE EXEMPTING THE CITY OF WICHITA, KANSAS, FROM THE PROVISIONS OF K.S.A. 12-1008, PROVIDING SUBSTITUTE AND ADDITIONAL PROVISIONS PROVIDING FOR SALARIES OF CITY COUNCIL MEMBERS AND MAYOR OF THE GOVERNING BODY OF THE CITY OF WICHITA AND ESTABLISHING TERMS FOR CITY COUNCIL MEMBERS AND MAYOR AND REPEALING CHARTER ORDINANCES 43, 130, 140, 148, 179, 187, 188 AND 208 IN THEIR ENTIRETY AND REPEALING SECTION 4 OF CHARTER ORDINANCE 112.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. is hereby created to read as follows:

“The City of Wichita, Kansas, by virtue of the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself and hereby makes inapplicable to it, K.S.A. 12-1008, which section applies only to cities of the first class having a population of more than 150,000 operating under the commission-manager form of government.”

SECTION 2. is hereby created to read as follows:

“From and after January 1, 2016, the total salary and compensation of City Council members of the City of Wichita shall be established at \$40,000. Such wages shall be adjusted annually on or before July 1st by the amount equivalent to the yearly general pay adjustment granted to city employees, approved by the City Council, plus an automobile allowance as authorized by City Council policy.”

SECTION 3. is hereby created to read as follows:

“From and after January 1, 2016, the total salary and compensation of the Mayor of the City of Wichita shall be established at \$93,000. Such wage shall be adjusted annually on or before July 1st by an amount equivalent to the yearly general pay adjustment granted to city employees, approved by the City Council, plus an automobile allowance as authorized by City Council policy.”

SECTION 4. is hereby created to read as follows:

“The salaries shall be payable in bi-weekly installments.”

SECTION 5. is hereby created to read as follows:

“The Council members shall be bonded in the amount of \$20,000 each, which may be included under the blanket bond of the City of Wichita covering all employees.”

SECTION 6. is hereby created to read as follows:

“In lieu of mandatory Social Security coverage which would otherwise be required by Section 11332 of the Omnibus Budget Reconciliation Act of 1990, an additional sum may be contributed to the City of Wichita Deferred Compensation Program on behalf of each member of the City Council. The sum so contributed shall be considered compensation under the applicable Internal Revenue Regulations in order to permit its deferral into the program.”

SECTION 7. Section 4 of Charter Ordinance 112 is hereby amended to read as follows:

“The timing of City elections shall be governed by the provisions of K.S.A. 25-2102 et seq. and amendments thereto.

City elections shall be nonpartisan.”

SECTION 8. is hereby created to read as follows:

“Term of Office. Council members shall be elected for a four-year term and until successors have been duly elected and qualified. Council members whose terms expire in April of 2017 or April of 2019 shall continue to serve until their successor is duly elected and qualified following the election held on the Tuesday following the first Monday of November in 2017 and 2019 respectively. The term of office for each newly elected Council member shall commence on the second Monday in January following the election. No Council member shall serve more than two full consecutive terms.”

SECTION 9. is hereby created to read as follows:

“Mayor’s Term of Office. The Mayor shall be elected for a four-year term and until a successor has been duly elected and qualified. The Mayor whose term expires in April of 2019 shall continue to serve until his successor is duly elected and qualified following the election held on the Tuesday following the first Monday of November in 2019. The term of office for such newly elected Mayor shall commence on the second Monday of January following the election. No Mayor shall serve more than two full consecutive terms.”

SECTION 10. Charter Ordinances 43, 130, 140, 148, 179, 187, 188 and 208 are hereby repealed in their entirety.

SECTION 11. Section 4 of Charter Ordinance 12 is hereby repealed.

SECTION 12. This ordinance shall be published once each week for two consecutive weeks in the official newspaper.

SECTION 13. This is a Charter Ordinance and will take effect sixty-one (61) days after final publication unless a sufficient petition for a referendum is filed and a referendum held

on this Ordinance as provided in Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case, this Charter Ordinance shall become effective if approved by a majority of the electors voting thereon.

PASSED by the governing body, not less than two-thirds of the members elect voting in favor thereof this 17th day of November, 2015.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magaña, Director of Law and City Attorney

**City of Wichita
City Council Meeting
November 10, 2014**

TO: Mayor and City Council

SUBJECT: 2016 Performance Contracts for Cultural Funding Operational Grants
(All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve 31 Performance Contracts for Cultural Funding Operational grants for Fiscal Year (FY) 2016.

Background: In 2005, the City Council approved the formation of the Cultural Funding Committee (CFC) consisting of 11 members. The City Council appointed seven members. The Arts Council appointed four members. The committee consists of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to the City Council on the allocation of funding for operational grants for arts and cultural organizations.

At the end of 2012, a committee comprised of the two City Council members, who were serving as ex-officio members on the Arts Council, the current chair of the Arts Council, the City Manager, the current chair of the Cultural Funding Committee, a representative from the Division of Arts & Cultural Services and representatives from the Finance and the Law Department met to discuss the expiration of the current Operating Agreements with the Group One organizations. As the committee met, it became clear that further discussion pertaining to facility maintenance, emerging art groups, ADA requirements, collection ownership, City staff, insurance and other issues needed to be addressed. To address these issues, the 2008 Cultural Arts Plan was updated.

On July 16, 2013, the Wichita City Council approved the update to the 2008 plan. Notable changes in the plan included:

- A change in the definition of an arts and cultural organization that resulted in the elimination of zoological and botanical organizations. This change made the Sedgwick County Zoological Society ineligible to apply for Cultural Funding.
- The placement of Botanica under the management of the City's Park and Recreation Department, eliminating the need for Botanica to apply for Cultural Funding and the need to negotiate an Operating Partnership agreement.
- A redefinition of the "Group One" organizations to "Cultural Institutions" that are now defined as "organizations which have operations and activities in facilities that are owned and/or operated by the City of Wichita and which have annual revenues in excess of \$50,000 for at least two preceding years."
- The creation of three separate grant categories: Cultural Funding Operational grants that are open to application from 501(c)(3) arts and cultural organizations in Wichita; Developing Arts grants that are open to 501(c)(3) organizations with annual operating budgets less than \$50,000 for technical assistance; and Artist Access grants, given to professional and emerging artists for professional development.
- The grouping of Cultural Funding Operational grant applications by the size of the applying organization's annual operating budget so like-sized organizations compete against like-sized

organizations.

Analysis: The Cultural Funding Committee completed its review of the submitted applications and recommends funding 23 Cultural Funding Operational grants, three Developing Arts grants and five Artist Access grants. The 31 total Performance Contracts ensure the City reviews funding for arts organizations with a fair and equitable process and provides accountability through performance measures. These contracts allow for audits of the usage of City funding and require a demonstration of meeting the excellence criteria developed. Funding recommendations approved as part of the FY2016 budget are below:

Organization Name Cultural Funding	2015 Amount Allocated	FY2016 Amount Recommended
American Guild of Organists	\$500	\$600
Ballet Wichita	Did not apply	\$8,643
Chamber Music at the Barn	\$10,549	\$14,585
Emerald City Chorus	\$1,078	\$441
Fisch Bowl, Inc.	\$4,296	\$2,741
Friends of Great Plains Nature Center	\$4,167	\$4,801
Griot's Storytelling Institute	\$2,985	\$4,054
Midwest Historical & Genealogical Society	Did not apply	\$1,485
Music Theatre for Young People	\$2,200	\$5,467
Newman University Theater Department	Did not apply	\$2,235
Opera Kansas	\$2,513	\$2,752
Tallgrass Film Association	\$22,728	\$29,997
The Seed House	\$4,767	\$4,036
Wichita Chamber Chorale	\$3,152	\$3,234
Wichita Community Theater	\$2,870	Did not apply
Arts Partners, Inc.	\$40,000	\$36,018
The Kansas African American Museum	\$16,400	\$22,875
Wichita Public Library Foundation	\$29,304	\$23,841
Exploration Place	\$58,539	\$41,619

Music Theatre of Wichita	\$59,027	\$59,345
Orpheum Performing Arts Centre	\$12,165	Did not apply
Ulrich Museum	\$22,621	\$21,279
Wichita Children's Theatre	\$16,929	\$16,521
Wichita Grand Opera	\$11,058	\$24,004
Wichita Symphony Society	\$57,834	\$61,543
Total Cultural Funding Allocation	\$385,682	\$392,116
Developing Arts Applications		
Emerald City Chorus	Did not apply	\$1,000
Griot's Storytelling Institute	\$3,000	\$0.00
Opera Kansas	\$1,000	\$2,500
Wichita Chamber Chorale	\$1,000	\$1,000
Total Developing Arts Allocation	\$5,000	\$4,500
Artist Access Contracts		
Hal Ray Cozart	Did not apply	\$1,000
Chris Gulick	\$500	Did not apply
Katie Hendry	\$1,000	Did not apply
David Hunsicker	\$0.00	\$884
Armando Minjarez	\$1,000	Did not apply
Meridith Radke-Gannon	Did not apply	\$500
Rob Simon	\$1,000	Did not apply
Twyla Smith	Did not apply	\$750
Jo Quillin Tomson	\$500	Did not apply
Joshua Tripoli	Did not apply	\$1,000
Wendy Vallaredes	\$800	Did not apply
Total Artist Access Contract Allocation	\$4,800.00	\$4,134.00

Total City of Wichita Arts Funding Allocations	\$395,482.00	\$400,750.00
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Financial Consideration: The recommended funding amounts are included in the City of Wichita 2016 Adopted Budget.

Legal Consideration: The Law Department has prepared and approved the contracts as to form

Recommendations/Actions: It is recommended that City Council approve 31 Performance Contracts for Cultural Funding Operational grants for Fiscal Year (FY) 2016.

Attachments: 23 Cultural Funding Performance Contracts
3 Developing Arts Contracts
5 Artist Access Contracts



David Hunsicker
Wichita State University
1845 Fairmount Street
Wichita, KS 67260

You have been approved to receive the Artist Access Grant for which you recently applied. This funding is to be used only and for the purpose described in your grant application, as follows:

Date of Agreement: October 20, 2015
Name of Grantee: David Hunsicker
Purpose of Grant: 2016 International Trumpet Guild Conference, May 2016
Amount of Grant: \$1,000
Award Date: January 1, 2016
Closing Date: June 30, 2016

You are required to return any funds not used as authorized within 30 days after the Grant Closing Date listed above. Additionally, within that same time period, you must file a report with the City that includes a financial accounting of funds spent with receipts, and a narrative describing how the purpose of your grant project was accomplished, and the benefits achieved or likely to be attained.

If you fail to use this funding properly, or fail to report after grant closing, the City can require some or all of the grant funding to be reimbursed, as determined in the sole discretion of the City. Your project demonstrated significant promise. The City looks forward to your success and your report of your beneficial impact resulting from this funding.

Sincerely yours,

Report to: John D'Angelo

Robert Layton, City Manager

Division of Arts & Cultural Services
255 W. Douglas, Wichita, KS 67202
316.303.8663

Recipient Name

_____ **Date** _____

Approve as to form: _____
Jennifer Magana, Director of Law



Hal Ray Cozart
2716 N. Volutsia Street
Wichita, KS 67219

You have been approved to receive the Artist Access Grant for which you recently applied. This funding is to be used only and for the purpose described in your grant application, as follows:

Date of Agreement: November 10, 2015

Name of Grantee: Hal Ray Cozart

Purpose of Grant: Attend National Association of Black Storytellers (NABS) 2016

Amount of Grant: \$1,000

Award Date: January 1, 2016

Closing Date: December 31, 2016

You are required to return any funds not used as authorized within 30 days after the Grant Closing Date listed above. Additionally, within that same time period, you must file a report with the City that includes a financial accounting of funds spent with receipts, and a narrative describing how the purpose of your grant project was accomplished, and the benefits achieved or likely to be attained.

If you fail to use this funding properly, or fail to report after grant closing, the City can require some or all of the grant funding to be reimbursed, as determined in the sole discretion of the City. Your project demonstrated significant promise. The City looks forward to your success and your report of your beneficial impact resulting from this funding.

Sincerely yours,

Report to: John D'Angelo

Robert Layton, City Manager

Division of Arts & Cultural Services
255 W. Douglas, Wichita, KS 67202
316.303.8663

Recipient Name

_____ Date _____

Approve as to form: _____
Jennifer Magana , Director of Law



Meredith Radke Gannon
4414 N. Stratford Lane Circle
Wichita, KS 67226

You have been approved to receive the Artist Access Grant for which you recently applied. This funding is to be used only and for the purpose described in your grant application, as follows:

Date of Agreement: October 20, 2015
Name of Grantee: Meredith Radke Gannon
Purpose of Grant: 2016 Mesa Art Center Artist Workshops
Amount of Grant: \$500
Award Date: January 1, 2016
Closing Date: December 31, 2016

You are required to return any funds not used as authorized within 30 days after the Grant Closing Date listed above. Additionally, within that same time period, you must file a report with the City that includes a financial accounting of funds spent with receipts, and a narrative describing how the purpose of your grant project was accomplished, and the benefits achieved or likely to be attained.

If you fail to use this funding properly, or fail to report after grant closing, the City can require some or all of the grant funding to be reimbursed, as determined in the sole discretion of the City. Your project demonstrated significant promise. The City looks forward to your success and your report of your beneficial impact resulting from this funding.

Sincerely yours,

Report to: John D'Angelo

Robert Layton, City Manager

Division of Arts & Cultural Services
255 W. Douglas, Wichita, KS 67202
316.303.8663

Recipient Name

_____ Date _____

Approve as to form: _____
Jennifer Magana, Director of Law



Joshua Tripoli
325 N. Volutsia
Wichita, KS 67214

You have been approved to receive the Artist Access Grant for which you recently applied. This funding is to be used only and for the purpose described in your grant application, as follows:

Date of Agreement: October 20, 2015

Name of Grantee: Joshua Tripoli

Purpose of Grant: Hambidge Residency Program 2016, February – April, 2016

Amount of Grant: \$1,000

Award Date: January 1, 2016

Closing Date: May 31, 2016

You are required to return any funds not used as authorized within 30 days after the Grant Closing Date listed above. Additionally, within that same time period, you must file a report with the City that includes a financial accounting of funds spent with receipts, and a narrative describing how the purpose of your grant project was accomplished, and the benefits achieved or likely to be attained.

If you fail to use this funding properly, or fail to report after grant closing, the City can require some or all of the grant funding to be reimbursed, as determined in the sole discretion of the City. Your project demonstrated significant promise. The City looks forward to your success and your report of your beneficial impact resulting from this funding.

Sincerely yours,

Report to: John D'Angelo

Robert Layton, City Manager

Division of Arts & Cultural Services
255 W. Douglas, Wichita, KS 67202
316.303.8663

Recipient Name

_____ Date _____

Approve as to form: _____
Jennifer Magana, Director of Law



Twyla Smith
907 Woodlawn Heights Road
Derby, KS 67037

You have been approved to receive the Artist Access Grant for which you recently applied. This funding is to be used only and for the purpose described in your grant application, as follows:

Date of Agreement: November 10, 2015

Name of Grantee: Twyla Smith

Purpose of Grant: 2016 Tribal Revolution, June 23-26, 2016, Wheeling, IL

Amount of Grant: \$750

Award Date: January 1, 2016

Closing Date: July 31, 2016

You are required to return any funds not used as authorized within 30 days after the Grant Closing Date listed above. Additionally, within that same time period, you must file a report with the City that includes a financial accounting of funds spent with receipts, and a narrative describing how the purpose of your grant project was accomplished, and the benefits achieved or likely to be attained.

If you fail to use this funding properly, or fail to report after grant closing, the City can require some or all of the grant funding to be reimbursed, as determined in the sole discretion of the City. Your project demonstrated significant promise. The City looks forward to your success and your report of your beneficial impact resulting from this funding.

Sincerely yours,

Report to: John D'Angelo

Robert Layton, City Manager

Division of Arts & Cultural Services
255 W. Douglas, Wichita, KS 67202
316.303.8663

Recipient Name

_____ Date _____

Approve as to form: _____
Jennifer Magana, Director of Law



DEVELOPING ARTS GRANT AGREEMENT

Date of Agreement: ___November 10, 2015_____

Name of Grantee: ___Emerald City Chorus Sweet Adelines_____

Purpose of Grant: ___Purchase of wireless microphone and amplification equipment___

Amount of Grant: \$1,000

Award Date: January 1, 2016

Grant Period: January 1, 2016 to December 31, 2016

Payment Schedule: 1 payment upon invoice

This grant is awarded by the City subject to the following terms and conditions:

- A. Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c)(3) and 509(A)(1), (2), or (3) of the Internal Revenue Code (the “Code”), and Grantee will inform the City immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B. This grant may be used only for Grantee’s charitable and educational activities. While the City understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any City grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in Grantee’s proposal and related correspondence, and may not be expended for any other purposes without the City’s prior written approval.
- C. Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Grantee has the obligation to return to the City any unexpended grant funds remaining at the end of the project period and to reimburse the City for grant funds improperly spent.
- D. Grantee will provide to the City a Report of Use of Grant Funding that will include both a financial accounting of funding usage, and a narrative detailing satisfaction of the Grant’s purpose.

- E.** Grantee will provide promptly such additional information, reports, and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by the City.
- F.** Grantee will allow the City to review and approve the text of any proposed publicity concerning this grant prior to its release.
- G.** The City reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the City; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

Grantee's deposit, negotiation, or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for the City's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf my organization, I understand and agree to the foregoing terms and conditions of this Grant, and hereby certify my authority to execute this agreement on my organization's behalf.

City of Wichita, KS

**Emerald City Chorus Sweet
Adelines International**

Robert Layton, City Manager

Katie Whitmer, Finance Manager



DEVELOPING ARTS GRANT AGREEMENT

Date of Agreement: October 20, 2015

Name of Grantee: Opera Kansas

Purpose of Grant: Purchase of sound equipment, laptop and software; development of stronger corporate infrastructure through training or support for grant writing, marketing, non-profit governance or social media

Amount of Grant: \$2,500

Award Date: January 1, 2016

Grant Period: January 1, 2016 to December 31, 2016

Payment Schedule: 2 equal payments; upon invoices in January and August

This grant is awarded by the City subject to the following terms and conditions:

- A.** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c)(3) and 509(A)(1), (2), or (3) of the Internal Revenue Code (the “Code”), and Grantee will inform the City immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B.** This grant may be used only for Grantee’s charitable and educational activities. While the City understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any City grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in Grantee’s proposal and related correspondence, and may not be expended for any other purposes without the City’s prior written approval.
- C.** Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Grantee has the obligation to return to the City any unexpended grant funds remaining at the end of the project period and to reimburse the City for grant funds improperly spent.

- D.** Grantee will provide to the City a Report of Use of Grant Funding that will include both a financial accounting of funding usage, and a narrative detailing satisfaction of the Grant's purpose.
- E.** Grantee will provide promptly such additional information, reports, and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by the City.
- F.** Grantee will allow the City to review and approve the text of any proposed publicity concerning this grant prior to its release.
- G.** The City reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the City; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

Grantee's deposit, negotiation, or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for the City's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf my organization, I understand and agree to the foregoing terms and conditions of this Grant, and hereby certify my authority to execute this agreement on my organization's behalf.

City of Wichita, KS

Opera Kansas

Robert Layton, City Manager

Dr. Paul Smith, Managing Artistic
Director



DEVELOPING ARTS GRANT AGREEMENT

Date of Agreement: October 20, 2015

Name of Grantee: Wichita Chamber Chorale

Purpose of Grant: Hire social media consultant to develop marketing

Amount of Grant: \$1,000

Award Date: January 1, 2016

Grant Period: January 1, 2016 to December 31, 2016

Payment Schedule: 1 equal payment; upon invoice in January 2016

This grant is awarded by the City subject to the following terms and conditions:

- A.** Grantee confirms that it is an organization that is currently recognized by the Internal Revenue Service (the “IRS”) as a public charity under sections 501(c)(3) and 509(A)(1), (2), or (3) of the Internal Revenue Code (the “Code”), and Grantee will inform the City immediately of any change in, or IRS proposed or actual revocation (whether or not appealed) of its tax status described above.
- B.** This grant may be used only for Grantee’s charitable and educational activities. While the City understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any City grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in Grantee’s proposal and related correspondence, and may not be expended for any other purposes without the City’s prior written approval.
- C.** Grantee accepts responsibility for complying with this agreement’s terms and conditions and will exercise full control over the grant and the expenditure of grant funds. The Grantee has the obligation to return to the City any unexpended grant funds remaining at the end of the project period and to reimburse the City for grant funds improperly spent.

- D.** Grantee will provide to the City a Report of Use of Grant Funding that will include both a financial accounting of funding usage, and a narrative detailing satisfaction of the Grant's purpose.
- E.** Grantee will provide promptly such additional information, reports, and documents as the City may request and will allow the City and its representatives to have reasonable access during regular business hours to files, records, accounts, or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by the City.
- F.** Grantee will allow the City to review and approve the text of any proposed publicity concerning this grant prior to its release.
- G.** The City reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if, in the City's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the City; or (3) to comply with any law or regulation applicable to the Grantee, to the City, or this grant.

Grantee's deposit, negotiation, or endorsement of the enclosed check will constitute its agreement to the terms and conditions set forth above. However, for the City's files, please have the enclosed copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee and then returned to us within three weeks of receipt of this agreement. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf my organization, I understand and agree to the foregoing terms and conditions of this Grant, and hereby certify my authority to execute this agreement on my organization's behalf.

City of Wichita, KS

Wichita Chamber Chorale

Robert Layton, City Manager

Roger Eastwood, President

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015** by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **American Guild of Organists**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.
2. **Compensation.** In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **six hundred dollars (\$600)**, payable in one installment and due the first business day of the month of January, 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.
3. **Acceptance Procedure.** **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and

records reviews to assess **PROVIDER's** performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. **Term.** The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. **Time of Performance.** The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. **Indemnification.** **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. **Independent Contractor.** The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. **Compliance with Laws.** **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. **No Assignment.** The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. **Non-Discrimination.** **PROVIDER** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

13. **Savings Clause.** If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

American Guild of Organists

CITY OF WICHITA, KANSAS

Gary Huffman, Executive Director
American Guild of Organists

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

EXHIBIT A
SCOPE OF SERVICES
Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and **American Guild of Organists, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the CITY by **PROVIDER**, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through

- diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, **Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the City for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the City’s **Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015** by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Arts Partners, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the CITY, has been selected by the CITY, and **PROVIDER** is ready, willing, and able to provide the services required by the CITY.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the CITY and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services CITY agrees to pay to **PROVIDER** the sum of **thirty six thousand and eighteen dollars (\$36,018)**, payable in four installments and due the first business day of the months January, February, March, and April 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ARTS PARTNERS, INC.

CITY OF WICHITA, KANSAS

Aimie Geist, Executive Director
Arts Partners, Inc.

Jeff Longwell, Mayor.

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called CITY, and **Arts Partners, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the CITY for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the CITY will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the CITY by **PROVIDER**, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called RFP, as issued by the CITY. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.

- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202 for payment.** The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the City for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the CITY, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the City’s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015** by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Ballet Wichita**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **eight thousand six hundred and forty three dollars (\$8,643)**, payable in four installments and due the first business day of the months January, February, March, and April 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

BALLET WICHITA

CITY OF WICHITA, KANSAS

Sandy Wolter, Executive Director
Ballet Wichita

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, **CITY** Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Ballet Wichita, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY'S** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’S Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015** by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Chamber Music at the Barn** a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **fourteen thousand five hundred eighty five dollars (\$14,585)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

CHAMBER MUSIC AT THE BARN

CITY OF WICHITA, KANSAS

Bob Scott, Executive Director
Chamber Music At The Barn

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, **CITY** Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

EXHIBIT A

SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Chamber Music at the Barn, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.

- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve. Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Emerald CITY Chorus Sweet Adeline’s International**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **four hundred forty one dollars (\$441)**, payable in two equal installments and due the first business day of the months January and August, 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

**EMERALD CITY CHORUS
SWEET ADELINES INTERNATIONAL**

CITY OF WICHITA, KANSAS

Katie Whitmer, Finance Manager
*Emerald City Chorus Sweet
Adelines International*

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, **CITY** Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

EXHIBIT A SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Emerald City Chorus Sweet Adelines International, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.

- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the

weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Exploration Place, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **forty one thousand six hundred nineteen dollars (\$41,619)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

EXPORATION PLACE, INC.

CITY OF WICHITA, KANSAS

Jan Luth, Executive Director
Exploration Place, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Exploration Place, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.

- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the

weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Fisch Bowl, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **two thousand seven hundred forty one dollars (\$2,741)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

FISCH BOWL, INC.

CITY OF WICHITA, KANSAS

Nathan Filbert, Secretary
Fisch Bowl, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Fisch Bowl, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER**'s proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY**'s Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER**'s **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Friends of the Great Plains Nature Center**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **four thousand eight hundred one dollars (\$4,801)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Friends of the Great Plains Nature Center

CITY OF WICHITA, KANSAS

Patrick Mathews, President
Friends of the Great Plains Nature Center

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Friends of the Great Plains Nature Center, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.

- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the

weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Griot’s Storytelling Institute**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

- 1. Scope of Services.** **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.
- 2. Compensation.** In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **four thousand fifty four dollars (\$4,054)**, payable in two equal installments and due the first business day of the months January and July 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.
- 3. Acceptance Procedure.** **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and

records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

GRIOT'S STORYTELLING INSTITUTE

CITY OF WICHITA, KANSAS

Jean Pouncil-Burton, Executive Director
Griot's Story Telling Institute

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Griot's Storytelling Institute, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability

Organizations are required by the terms of the Contract to give recognition to the CITY of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the CITY of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Midwest Historical & Genealogical Society**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **one thousand four hundred eighty five dollars (\$1,485)**, payable in two equal installments and due the first business day of the months January and July 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Midwest Historical & Genealogical Society

CITY OF WICHITA, KANSAS

Jim Scharnhorst, Treasurer

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Midwest Historical & Genealogical Society, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Music Theatre for Young People, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **five thousand four hundred sixty seven dollars (\$5,467)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

MUSIC THEATRE FOR YOUNG PEOPLE, INC. CITY OF WICHITA, KANSAS

Patricia Austin, President
Music Theatre for Young People, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Music Theatre for Young People, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER**'s proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY**'s Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER**'s PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
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Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
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- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Music Theatre Wichita, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **fifty nine thousand three hundred forty five dollars (\$59,345)**, payable in two equal installments and due the first business day of the months January and July, 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

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13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

MUSIC THEATRE OF WICHITA, INC.

CITY OF WICHITA, KANSAS

Wayne Bryan, Executive Director
Music Theatre of Wichita, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, **CITY** Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called **CITY**, and Music Theatre of Wichita, Inc., **PROVIDER** that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER**'s proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY**'s Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER**'s PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015** by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Newman University Theater Department**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various City staff members, and selections from the proposals were recommended to the City Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Services.** **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. **Compensation.** In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **two thousand two hundred thirty five dollars (\$2,235)**, payable in two equal installments and due the first business day of the month of **January and July, 2016** upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. **Acceptance Procedure.** **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER's** performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the City as liquidated damages, and not as a penalty.

4. **Term.** The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. **Time of Performance.** The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. **Indemnification.** **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. **Independent Contractor.** The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. **Compliance with Laws.** **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. **No Assignment.** The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. **Non-Discrimination.** **PROVIDER** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

13. **Savings Clause.** If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Newman University Theater Department

CITY OF WICHITA, KANSAS

David Alexander, Chair, Fine Arts Committee

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the City of Wichita, Kansas, hereinafter called **CITY**, and **Newman University Theater Department, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the City's Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the City of Wichita, **Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the City for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the City’s **Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202**.

Be available to address the City Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Opera Kansas, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **two thousand seven hundred fifty two dollars (\$2,752)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

OPERA KANSAS, INC.

CITY OF WICHITA, KANSAS

Dr. Paul Smith, Managing Artistic Director
Opera Kansas, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Opera Kansas, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’s** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Tallgrass Film Association**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **twenty nine thousand nine hundred ninety seven dollars (\$29,997)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

TALLGRASS FILM ASSOCIATION

CITY OF WICHITA, KANSAS

Lela Meadow-Conner, Executive Director
Tallgrass Film Association

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Tallgrass Film Association, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY 2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’s** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **The Kansas African American Museum, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **twenty two thousand eight hundred seventy five dollars (\$22,875)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

**THE KANSAS AFRICAN AMERICAN
MUSEUM, INC.**

CITY OF WICHITA, KANSAS

Mark McCormick, Executive Director
The Kansas African American Museum, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **The Kansas African American Museum, Inc., PROVIDER** that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **The Seed House – La Casa De La Semilla**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **four thousand thirty six dollars (\$4,036)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

The Seed House – La Casa De La Semilla

CITY OF WICHITA, KANSAS

Armando Minjarez, Co-founder/Facilitator
The Seed House-La Casa De La Semilla

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and The Seed House – La Casa De La Semilla, **PROVIDER**, that it is the intent of this **contract** for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Wichita State University Foundation c/o Edwin A. Ulrich Museum of Art**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those service’s specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **twenty one thousand two hundred seventy nine dollars (\$21,279)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

**Wichita State University Foundation
Edwin A. Ulrich Museum of Art**

CITY OF WICHITA, KANSAS

Elizabeth King, President & CEO
*WSU Foundation - Edwin A. Ulrich
Museum Of Art*

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

EXHIBIT A SCOPE OF SERVICES

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY** of Wichita, Kansas, hereinafter called **CITY**, and **Wichita State University Foundation c/o Edwin A. Ulrich Museum of Art, PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **CITY of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Wichita Chamber Chorale, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **three thousand two hundred thirty four dollars (\$3,234)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Wichita Chamber Chorale, Inc.

CITY OF WICHITA, KANSAS

Roger Eastwood, President
Wichita Chamber Chorale, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY of Wichita, Kansas**, hereinafter called **CITY**, and **Wichita Chamber Chorale, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other

organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY's** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Wichita Children’s Theatre, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **sixteen thousand five hundred twenty one dollars (\$16,521)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Wichita Children's Theatre, Inc.

CITY OF WICHITA, KANSAS

Monica Flynn, Executive Director
Wichita Children's Theatre, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY of Wichita, Kansas**, hereinafter called **CITY**, and **Wichita Children's Theatre, Inc.**, **PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the **CITY** of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY’s** Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Wichita Grand Opera, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **twenty four thousand four dollars (\$24,004)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and

records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Wichita Grand Opera, Inc.

CITY OF WICHITA, KANSAS

Parvan Bakardiev, President & CEO
Wichita Grand Opera, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY of Wichita, Kansas**, hereinafter called **CITY**, and **Wichita Grand Opera, Inc., PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called **PROPOSAL**, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called **RFP**, as issued by the **CITY**. Any specifications or provisions in said **PROPOSAL** or **RFP** that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** **PROPOSAL** and all applicable provisions of the **RFP** are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.
- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.

- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the **CITY** of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY**’s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Wichita Public Library Foundation, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **twenty three thousand eight hundred forty one dollars (\$23,841)**, payable in four equal installments and due the first business day of the months January, April, July, and October 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Wichita Public Library Foundation, Inc.

CITY OF WICHITA, KANSAS

Leah Barnhard, Executive Director
Wichita Public Library Foundation, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY of Wichita, Kansas**, hereinafter called **CITY**, and **Wichita Public Library Foundation, Inc.**, **PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the City of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY**'s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole
or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CONTRACT
For
ADMINISTRATION OF OPERATIONAL GRANT FUNDING
IN SUPPORT OF THE ARTS

THIS CONTRACT entered into this **10th day of November, 2015**, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called “**CITY**” and **Wichita Symphony Society, Inc.**, a not-for-profit corporation, hereinafter called “**PROVIDER**”.

WITNESSETH:

WHEREAS, CITY desires to provide support for various artistic endeavors within its jurisdiction, and

WHEREAS, CITY has requested competitive proposals for that purpose, which were reviewed by the Cultural Funding Committee composed of Council-appointed community members and various **CITY** staff members, and selections from the proposals were recommended to the **CITY** Council, and

WHEREAS, PROVIDER has submitted a proposal that provides for the beneficial allocation and administration of certain funds to be provided by the **CITY**, has been selected by the **CITY**, and **PROVIDER** is ready, willing, and able to provide the services required by the **CITY**.

NOW, THEREFORE, the parties agree as follows:

1. Scope of Services. **PROVIDER** shall provide to the **CITY** and complete all those services specified in the Scope of Services description attached as Exhibit A, which is incorporated herein by reference.

2. Compensation. In exchange for these services **CITY** agrees to pay to **PROVIDER** the sum of **sixty one thousand five hundred forty three dollars (\$61,543)**, payable in two equal installments and due the first business day of the months January and February 2016 upon presentation of a detailed invoice by **PROVIDER**. The Scope of Services shall require that the performance objectives will be specific, measurable, observable, relevant and timed.

3. Acceptance Procedure. **PROVIDER** shall render the deliverables described in Attachment A under the terms and conditions thereof. The **CITY** may perform site visits and records reviews to assess **PROVIDER**'s performance in fulfilling this contract, and will receive from **PROVIDER** semi-annual reports describing the actions taken and results obtained toward fulfilling the scope of services requirements. The **CITY** shall have thirty (30) working days from the delivery of each semi-annual report prepared hereunder within which to respond in writing to such delivery. If the **CITY** believes any completed semi-annual report does not conform to the requirements of the Agreement, it shall notify **PROVIDER** in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the report fails to conform. If the report defect is not remedied within 30 days after notice of deficiency, the parties agree that 1/12th of the total contract compensation shall become due to the **CITY** as liquidated damages, and not as a penalty.

4. Term. The term of this contract shall be from **January 1, 2016 through December 31, 2016**. This contract is subject to termination at either party's discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the other.

5. Time of Performance. The services of the **PROVIDER** are to commence as soon as practicable after the date of this contract, and shall be undertaken and completed in a manner to assure their expeditious completion in light of the purposes of this contract within the agreed term.

6. Indemnification. **PROVIDER** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **PROVIDER**, its officers, agents, servants, or employees, occurring in the performance of its services under this contract. **CITY** shall save and hold the **PROVIDER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CITY**, its officers, agents, servants, or employees, occurring in the performance of this contract.

7. Independent Contractor. The relationship of **PROVIDER** to the **CITY** will be that of an independent contractor. No employee or agent of the **PROVIDER** shall be considered an employee of the **CITY**.

8. Compliance with Laws. **PROVIDER** shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this contract.

9. No Assignment. The services to be provided by **PROVIDER** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

10. Non-Discrimination. **PROVIDER** shall comply with all applicable requirements of the **CITY** of Wichita Revised Non-Discrimination and Equal Employment

/Affirmative Action Program Requirements Statement for Contracts or Agreements attached as Exhibit B, which is incorporated herein by reference.

11. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of this contract to create in the public or any member thereof any rights as a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

12. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

13. Savings Clause. If any provision of this Agreement is held invalid or unenforceable by any agency or court of competent jurisdiction, the remaining provisions shall nevertheless remain valid.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Wichita Symphony Society, Inc.

CITY OF WICHITA, KANSAS

Don Reinhold, Executive Director
Wichita Symphony Society, Inc.

Jeff Longwell, Mayor

Date

Date

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

**EXHIBIT A
SCOPE OF SERVICES**

Administration of Grant Funding in Support of the Arts

It is mutually agreed by and between the **CITY of Wichita, Kansas**, hereinafter called **CITY**, and **Wichita Symphony Society, Inc.**, **PROVIDER**, that it is the intent of this contract for the **PROVIDER** to provide certain administrative services to the **CITY** for arts funding made available herein. The purpose of this Exhibit A is to define the scope of the services to be provided.

FIRST, the **PROVIDER** understands and agrees that the **CITY** will evaluate performance under this contract.

SECOND, the **PROVIDER** understands and agrees to perform services as specified in the **PROVIDER's** proposal, hereinafter called PROPOSAL, as submitted to the **CITY** by **PROVIDER**, and in accordance with provisions of the **CITY's** Request for Funding Proposals, hereinafter called RFP, as issued by the **CITY**. Any specifications or provisions in said PROPOSAL or RFP that are inconsistent with clauses or attachments of this agreement are considered modified or superseded by those clauses or attachments.

THIRD, it is understood and agreed that all provisions of the **PROVIDER's** PROPOSAL and all applicable provisions of the RFP are incorporated into this agreement by reference to the extent that they are not inconsistent with this contract.

The basic duties of the **PROVIDER** under this contract include the following:

Performance Measures

Quality of Organizations

- Demonstrates diversity of board members and rotation of members.
- Identifies staffing levels and demonstrates adequate staffing.
- Stewardship of collection (Identifies acquisitions, loans and deaccessions).
- Demonstrated record of producing/presenting arts which meet benchmarks of similar institutional peers over the past 2 or 3 years through attendance at events and participation in programs.
- Appropriateness of the program/projects to the organization's core values; mission, audience, community and/or constituency.
- Organization's commitment to programs and activities reflected through attendance data.
- Demonstrates a commitment to youth programming.
- Identifies programs and percentage of cost-recovery.

Community Impact

- Demonstrates an effort to reach wide audiences including underserved populations.
- Demonstrates ability to collaborate and create program partnerships with other organizations, local businesses and schools.

- Demonstrates ability to contribute to the quality of life for the citizens of Wichita through diversity and attendance of audience and participation in programs.
- Rotates offerings/exhibits to enhance the experience of visitors or audience.

Financial Stability

- Identifies different forms of financial support including grants, fundraisers and foundation.
- Explains how operating funds from the **CITY** of Wichita were used.
- Demonstrates public commitment to programs and activities reflected through earned income data. (Including total attendance, total paid admissions, total paid memberships and total attendance of school groups/tours.)
- Executes a strategic plan.
- Demonstrates 3 year growth in earned income.
- Maintains a 3 to 6 month operating reserve.
- Demonstrates sustainability.

Organizations are required by the terms of the Contract to give recognition to the City of Wichita for its role in providing financial assistance to arts and culture in Wichita. Grant recipients are required to use, on all printed material as appropriate, the City of Wichita logo and the following credit line: **“This program is made possible in part by the City of Wichita.”** Credit to additional agencies or funding sources may also be required. Failure to give credit for financial assistance is a violation of this Contract. Logos may be obtained from the City of Wichita, Division of Arts and Cultural Services, at 316/303-8663.

Financial Management

Prepare and present invoices after review for correctness and appropriate documentation that are ready for payment and submit them to the **City of Wichita, Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202** for payment. The parties agree the organization will not receive payment on the **FY2016** contract, irrespective of any work done or goals accomplished according to the terms of the **FY2016** contract, until the Final **FY2015** Report is submitted and accepted as approved. Furthermore, the parties agree that failure to timely submit the **FY2016** Final Report shall bar the organization from contracting with the **CITY** for **FY2017**.

Semi-Annual and Final Reports

Prepare one (1) semi-annual **PROVIDER** reports and one (1) year-end Final Report which includes: accomplishments and adherence to and satisfaction of the original contract purposes, and recommendations on future funding, based upon outcomes measurements and issues/needs identified in the process of pursuing the Scope of Services. The reports will be due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **July 31, 2016** with the complete calendar year report due to the **CITY**, Division of Arts & Cultural Services by the weekday on or closest to **January 31, 2017**. Send one copy of each report to the **CITY**'s Division of Arts & Cultural Services, 225 W. Douglas, Wichita, KS 67202.

Be available to address the **CITY** Council on findings and recommendations, upon request.

Exhibit B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the **CITY**, by whatever term identified herein, shall comply with the following Non-discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the **CITY**, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the **CITY** of Wichita, Kansas, relating to Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination and Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the **CITY** of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said **CITY** for the purpose of investigation to ascertain compliance with Non-discrimination and Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the **CITY** in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the **CITY** or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every sub-contract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or
in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said **CITY**, are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Temporary City Operation of Brooks Landfill (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the budget adjustments and authorize creating nine limited positions.

Background: The City-owned Brooks Landfill served as the Municipal Solid Waste (MSW) Landfill for Sedgwick County from the mid-1960s until 2001. Since 2001, Brooks Landfill has served as a Construction & Demolition (C&D) Landfill. The 394-acre Brooks C&D Landfill receives friable asbestos and construction and demolition waste from the City and public at-large. Operations at the Brooks C&D Landfill have historically been managed by a private contractor. However, the existing private contractor recently informed the City that it will discontinue the existing management contract on December 1, 2015 due to the cost to replace aging equipment and changing market conditions. City staff will temporarily take over operations beginning December 1 for no more than 12 months, with no interruption in services. Contractual and direct management strategies are being evaluated and long-term recommendations for operations at the Brooks C&D Landfill will be presented in 2016.

Analysis: The transition from contractual to temporary direct management of Brooks C&D Landfill will require an increase in budget authority to support initial operations and capital outlay needs. Staff and capital equipment, such as a bulldozer, compactor, and loader, were previously provided by the private contractor. This equipment must be purchased for the temporary operations; however, residual value from the equipment will be recovered through subsequent sale or as part of a new operations contract. Limited temporary staff will also be hired to temporarily take over operations on December 1, 2015. Keeping the landfill open with temporary City operations would cost \$1.87 million, but would generate revenue of \$1.55 million, and an equipment residual value of \$802,408 could be recovered after the temporary 12 months of operation for a net impact of \$481,896. This approach maintains the current customer base and associated revenue that is critical to fund closure, post-closure and other expenses, including the \$300,000 General Fund transfer currently budgeted in 2015 and 2016, and \$350,000 in 2017.

Financial Considerations: The transition to temporary direct management of the Brooks C&D Landfill will require budget modifications in 2015 and 2016. Staff have estimated in order to purchase the equipment, hire the limited temporary staff, and begin temporary operations a 2015 budget adjustment of \$1,182,072 and a 2016 budget adjustment of \$412,500 will be necessary. The resources for temporary operation of the landfill are available in the existing C&D Landfill Fund and are within the budget certified with the State of Kansas.

Estimated revenue and costs and budget adjustment needs for temporary City operations are summarized in the following table. The budget adjustment will include allocation of funds into Personnel and Capital Outlay line-items, while Commodities and Contractual costs will be absorbed in the existing 2015 Landfill budget and adjusted during the 2016 budget process.

Estimated Financial Impact: Temporary City Operation of Brooks Landfill			
	City Ops (12 Months)	2015 Budget Adjustment	2016 Budget Adjustment
Estimated Revenue:			
Landfill Revenue	\$ 1,553,800		
Residual Equipment Value	<u>802,408</u>		
Total Estimated Revenue	<u>2,356,208</u>		
Estimated Expenditures:			
Limited Temporary Staff	(450,000)	\$ 37,500	\$412,500
Commodities and Contractuals	(279,740)	-	-
Capital Equipment	<u>(1,144,572)</u>	<u>1,144,572</u>	<u>-</u>
Total Estimated Expenditures	<u>(1,874,312)</u>	\$1,182,072	\$412,500
Estimated Net Change in Fund Balance	<u>\$ 481,896</u>		

Legal Considerations: Budget adjustments over \$25,000 require approval by the City Council.

Recommendations/Actions: It is recommended that the City Council approve the budget adjustments and authorize the creation of nine limited positions at Brooks Landfill.

Attachments: None.

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Water and Sewer Utilities Optimization

INITIATED BY: Public Works & Utilities Department

AGENDA: New Business

Recommendation: Approve the contract and authorize the necessary signatures.

Background: On May 12, 2015 Public Works & Utilities presented at a Council workshop concerning the need to address a backlog of deferred maintenance within the Water and Sewer Utilities by prioritizing risks and improvements. Subsequently, a Request for Proposal (RFP) was released to solicit technical expertise. Following the selection process, PW&U presented a follow up workshop on October 6, 2015 to share information with the City Council regarding the selected firm and proposed contract. PW&U has engaged with interested local groups since the release of the RFP and has continued this engagement following the most recent workshop to ensure transparency.

The City has sought outside expertise to provide financial and technical consultation in the areas of risk analysis, asset management, staffing and rate neutral revenue opportunities for the Water and Sewer Utilities. The work product that results from this consultation will assist the City in the proactive maintenance of water and sewer assets and provide a more informed approach to capital improvement planning.

Analysis: A Selection Committee comprised of representatives from the City Council, Finance, Purchasing, the City Manager's Office, Law and Public Works & Utilities staff, as well as four members from the Water Utilities Advisory Committee reviewed seven proposals received by the City. Four firms were selected for interviews. CH2M Hill received the most number one rankings as the firm best meeting the selection criteria and was therefore selected by the committee to proceed as the proposing firm. The Internal Auditor reviewed the process and found it to be in compliance with City policy.

During the contract term of 16 months, CH2M Hill will conduct program visioning for risk assessment, produce a risk-based comprehensive asset management and capital plan, develop an operations and maintenance plan, and develop a decision support tool.

There is the potential for a second contract with CH2M Hill to be negotiated at the end of the consultation period. This contract would address the need for private capital for ongoing capital improvements and allow CH2M Hill to assist in the long-term asset management of the Water and Sewer Utilities. A second contract would only be negotiated if key economic metrics are achieved. The contracted firm would need to demonstrate a clear financial gain to the City in a manner that does include privatizing staff or taking ownership of the utilities' assets before proceeding with a second contract. Sole negotiating rights are awarded to CH2M Hill upon completion of the consultation period. Any second contract would have to be approved by a separate, future City Council action.

At the direction of the City Council and the City Manager, Public Works & Utilities has conducted a reference check of CH2M Hill. The following local governments were contacted: City of Olathe (KS), Johnson County (KS), City of Calgary (Canada), and City of Columbus (OH). References spoke highly of the integrity of the firm, the firm's ability to effectively communicate with stakeholders, and the firm's ability to produce a high quality work product. CH2M Hill's project team is led by the local Wichita office, which has completed several successful projects for the City of Wichita.

Financial Considerations: The project will cost \$1,721,800. It will be paid out of the operating budget of the Water and Sewer Utility Funds.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract with CH2M Hill and authorize the necessary signatures.

Attachments: Contract with CH2M Hill.
References for CH2M Hill.

AGREEMENT
for
PROFESSIONAL SERVICES
between
THE CITY OF WICHITA, KANSAS
and
CH2M HILL Engineers, Inc.

for
DEVELOPMENT OF AN ASSET MANAGEMENT PLAN

THIS AGREEMENT, made this _____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and CH2M HILL Engineers, Inc., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY intends to develop an asset management plan for the water and wastewater utilities.

The work will be conducted under the direction of the Director of Public Works & Utilities or his designated representative, with milestone reviews. The major components of this PROJECT, as described in further detail in Exhibit A, will include, but not be limited to:

- Project Management.
- Task 1: Program Visioning and Foundation for Risk Assessment.
- Task 2: Risk Based Comprehensive Asset Management and Capital Planning.
- Task 3: Operations and Maintenance (O&M) Planning.
- Task 4: Program Direction which includes comparisons of capital, O&M, and financial plans and recommending the best path forward for the utility.

Infrastructure to be addressed under this contract include:

1. Water Infrastructure
 - a. Central Water Treatment Plant
 - b. Hess, NE, SE, and West Water Booster Pump Stations
 - c. Raw Water Supply and Pipelines including ASR, Cheney, and Well Field
 - d. Distribution System and Water Towers
2. Wastewater Infrastructure
 - a. Five (5) Water Quality Reclamation Facilities
 - b. Sixty (60) Lift Stations
 - c. Collection System

A detailed scope of services is attached as Exhibit A, attached hereto and incorporated into this Agreement. All services to be performed under this Agreement shall be commenced immediately upon execution of this Agreement in accordance with the Milestone Schedule set forth in Exhibit B, attached hereto and incorporated into this Agreement. Compensation for completed work shall be in accordance with the terms of this Agreement as reflected in Exhibit C, attached hereto and incorporated into this Agreement.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required to develop an asset management plan for the CITY's water and wastewater utilities and to perform PROJECT tasks outlined in Exhibit A. By ENGINEER providing these professional services, there is not a desire by the CITY to sell the CITY's assets or privatize the utility. And ENGINEER is not CITY's financial advisor for this Project and is not acting in such role under Section 15B of the Exchange Act.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, and material to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the CITY and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses, for injuries to third-party persons or property to the extent arising from or caused by negligent actions, errors, or omissions of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY or its authorized representative for inspection.

- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Non-Discrimination and Equal Opportunity/Affirmative Action Program Requirements as set forth in Exhibit "D" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit B; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or their contractors or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies in accordance with industry standard of care and the coordination of all designs, drawings, specifications, plans, writings, models, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alternation or amendments thereof, shall be free from negligent errors or omissions in accordance with industry standard of care.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount of \$1,000,000 per claim and in the aggregate. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each accident
\$500,000 each employee
\$500,000 policy limit

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall

be \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER. Available data and materials shall be provided to the ENGINEER in a timely fashion and ENGINEER may reasonably rely upon such data and materials.
- B. To provide CITY standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services within 30 days of receipt of invoice and in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion, but not more than 14 days.
- G. CITY will maintain property insurance on all facilities.

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time related charges for labor, per attached rate table shown in Exhibit "C" and direct expenses, but the total of all payments shall not exceed \$1,721,800.00 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, payments may be made to the ENGINEER monthly based on time worked on the PROJECT and incurred expenses. The progress billings shall be supported by documentation acceptable to the Director of Public Works & Utilities which shall include a project Gantt chart or other suitable

progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.

- C. When requested by the CITY and as mutually agreed upon between the parties, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to this PROJECT
 - 4. A major change in the scope of services for the PROJECT.
- D. If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.
- E. In the event of a disputed billing, only the disputed portion will be withheld from payment, and CITY shall pay the undisputed portion. CITY will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved. If CITY fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to CITY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to CITY for delays or damages caused by CITY because of such suspension.
- F. ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accident, or other events beyond the control of ENGINEER. In any such event, ENGINEER's contract price and schedule shall be equitably adjusted.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. The Study Report, model(s), presentation materials, and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the City. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire" under the provisions of United States copyright laws. All of the pre-existing work product of the ENGINEER in executing this project shall remain the property of ENGINEER. In the event any of the works is ever determined not to constitute or qualify as a "work made for hire," ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.
- I. ENGINEER and ENGINEER's personnel have no authority to exercise any control over any CITY contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.
- J. To the maximum extent permitted by law, in no event shall ENGINEER's, its affiliates, officers, employees, or any of its subcontractors be liable for OWNER's damages arising out of or related to this Agreement in excess of the value of the services performed, whether such liability is claimed to arise in breach of contract or warranty, tort including negligence, strict or statutory liability or otherwise.
- K. To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for CITY's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, CITY will indemnify ENGINEER for any such damages.
- L. This AGREEMENT gives no rights or benefits to anyone other than CITY and ENGINEER and has no third-party beneficiaries.
- M. The parties will use their best efforts to resolve amicably and dispute, including use of alternative dispute resolution options.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana

for Jennifer Magana, City Attorney and Director of Law

CH2M HILL Engineers, Inc.

Kevin Heffernan

Kevin Heffernan, Business Vice President

ATTEST:



[Signature]

EXHIBIT "A"

SCOPE OF SERVICES

CITY OF WICHITA, KANSAS
DEVELOPMENT OF AN ASSET MANAGEMENT PLAN

Introduction

CH2M HILL Engineers, Inc. (ENGINEER) will assist the City of Wichita (CITY) in developing an asset management plan for the City's water and wastewater utility which will consist of: (1) establishing goals and desired levels of service, (2) determining the relative risk of infrastructure asset failure and identifying risk mitigation options to reduce the risk of failure to acceptable levels, (3) evaluate operations and maintenance procedures for performance improvement and cost savings, (4) prepare an organizational and staffing plan to support efficient and effective operations and maintenance, and (5) develop a decision support tool to assess capital improvement and project delivery alternatives, operations and maintenance alternatives, and financing alternatives.

This project includes the following infrastructure:

Water Infrastructure	Wastewater Infrastructure
Central Water Treatment Plant	Plant No. 1 Grove Street Pump Station
Hess Pump Station	Plant No. 2 Lower Arkansas River WQRF
NE Water Booster Pump Station	Plant No. 3 Cowskin Creek WQRF (NW)
SE Water Booster Pump Station	Plant No. 4 Four-Mile Creek WQRF (FMC)
West Water Booster Pump Station	Plant No. 5 Mid-continent WQRF (MCP)
Well Fields	Lift Stations (60 total)
ASR SWTP – Phase I and Phase II	Collection System
Raw Water Supply Lines	
Cheney Intake, PS and Ozone	
Distribution System and Towers	

Project Management

Purpose: Establish and maintain effective communication and project scope, schedule, and budget control throughout the duration of the project.

The ENGINEER will perform the following activities:

1. Develop a Project Management Plan (PMP):
 - 1.1. Project team instructions and work plans will be developed for direction in completing the scope of work.
 - 1.2. A Quality Management Plan will be developed for quality assurance/quality control (QA/QC) activities to be accomplished during the scope of work.
 - 1.3. Field Safety Instructions (FSI) will be developed and updated as needed to reflect work for this project.
2. Project Oversight
 - 2.1. Plan, coordinate and oversee risk assessment activities.
 - 2.2. Coordinate condition assessment team activities
 - 2.3. Participate in monthly coordination meetings with CITY's Utilities Asset Manager.
3. Progress Reporting and Invoicing:
 - 3.1. Prepare monthly progress reports and invoices for submittal to CITY's designated project manager.
4. Subconsulting Agreement Setup and Administration; Subcontracts are anticipated to be established for:
 - 4.1. Table Rock Capital
 - 4.2. Utility HelpNet, Inc.

Project Management Deliverables:

1. Project Management Plan including Field Safety Instructions and Quality Management Plan.
2. Monthly Progress Status Reports and Invoices.

Project Management Assumptions:

1. Up to sixteen monthly coordination meetings in Wichita will be attended by the ENGINEER's Project Manager with two of these meetings attended by the ENGINEER's Project Director.
2. Two subconsultant agreements will be executed and administered.

3. The CITY will provide a full time Utilities Asset Manager to assist the ENGINEER in delivering this project.
4. The ENGINEER will facilitate the formation of the CITY's Utility Asset Management (UAM) Team to be led by the CITY's Utilities Asset Manager. The UAM Team should include manager-level staff from the following divisions: Administration, Engineering, Water Production and Pumping, Distribution, Collection, and Sewage Treatment. The CITY may also want to include representatives of other relevant CITY departments (e.g., Finance, Risk Management & Safety) on the UAM Team. The UAM Team will provide guidance and requested information to the ENGINEER throughout the project. At times, it will be beneficial for the UAM Team to form functional teams of other staff members to focus on specific asset groups.

Project Tasks

Task 1: Program Visioning and Foundation for Risk Assessment

Task 1.1: Gather Information and Data

At the beginning of the project, the ENGINEER will request information and data concerning the water and wastewater systems. Additional and more specific information and data will likely be requested during the course of the project. If specific asset data are not documented and require extensive staff interviews to gather, the ENGINEER will notify the CITY of the estimated additional effort required before beginning to gather that information. Examples of the initial information and data request will include the following:

Detailed organizational charts ¹	Service area maps showing vertical and linear assets
Expense Budget by line-item ¹	Master Plans / Facility Plans
Capital Budget by project ¹	Description of facilities and site plans
Actual expenditures by line item and project ²	Asset register (i.e., inventory with detail)
Staffing levels by position	Operating reports ²
Position descriptions	Maintenance / repair records ²
Employee tenure by position	Maintenance schedules and job plans
Employee turnover by position ²	Standard Operating Procedures
Staffing and organizational reports	Condition and performance assessment results
Overtime records ²	Safety inspection reports ²
Description of staffing by facility and shift	Levels of service targets and actual ²
Description of stand-by / on-call staffing	Performance measure targets and actual ²
Safety incident reports ²	Description of CMMS, GIS, other IT applications
Description of training program	Work order reports (open, completed, backlog, etc.)

¹ Current, proposed, and past 3-years

² Year-to-date and past three years

Task 1.2: Situational Assessment based on Effective Utility Management (EUM) Attributes

With guidance from the ENGINEER, the CITY's Utilities Asset Manager will lead a self-assessment of the Utility using the assessment tool contained in the publication, *Effective Utility Management – A Primer for Water and Wastewater Utilities*. The results of the self-assessment along with input from those CITY staff participating in the self-assessment will be provided to the ENGINEER. In addition, the CITY will provide the ENGINEER with the Utility's performance metrics (last 5 years). These performance metrics should be aligned, to the extent possible, with those performance measures used in the Effective Utility Management (EUM)

publication and AWWA's benchmarking program. If requested, the ENGINEER will provide the definitions of the performance measures for which the metrics from the CITY are needed.

The results of the EUM self-assessment and the performance metrics will be used to assist in identifying potential areas of improvement in efficiency and effectiveness in delivering water and wastewater services.

Task 1.3: Identify Short- and Long-Term Goals

The CITY will provide the ENGINEER with the Utility's short- and long-term goals. The CITY will determine goals through its understanding of the elected and appointed officials' expectations, and input from internal (CITY employees), and external (customers, community) stakeholders. The goals will be evaluated by the UAM Team and the ENGINEER to guide the development of Levels of Service (Task 1.4) and to determine the criteria for the development of the decision support tool in Task 4.

Task 1.4: Establish Levels of Service (LOS)

Based on the results of the previous tasks, and experience in developing asset management programs, the ENGINEER will recommend LOS and targets for the CITY's water system, as well as make suggestions, as applicable, for modifying the LOS and targets previously developed for the wastewater system. The objective will be to maintain consistency in the LOS categories between the water system and the wastewater system, although targets and detailed criteria will be specific to the utility system. The ENGINEER will review the recommended LOS and targets with the UAM Team so that consensus can be reached. If consensus cannot be reached, the Utilities Asset Manager will direct the ENGINEER on what the LOS and targets should be.

Task 1.5: Develop Asset Hierarchy

The CITY will develop and provide to the ENGINEER an asset hierarchy of the CITY's water system, both for vertical and for linear assets. The water system hierarchy should follow the same framework as the wastewater system hierarchy that was previously developed by the ENGINEER. The ENGINEER will provide guidance on the structure of the asset hierarchy and the assets that should be included in the hierarchy.

Task 2: Risk Based Comprehensive Asset Management and Capital Planning

Task 2.1: Develop Asset Risk Framework

In a half-day workshop, the ENGINEER will work with the UAM Team to develop the criteria and scoring systems for quantifying the consequence of asset failure and the likelihood of asset failure for water system assets. Since failure is defined as an asset not meeting its desired levels of service, the criteria and scoring system for consequence of failure will be aligned with the LOS established (Task 1.4). The water system criteria and scoring system will be aligned with the criteria and scoring system used for the wastewater system as appropriate.

Task 2.2: Perform Top-Down Risk Assessment

The ENGINEER will work with the UAM Team and the designated functional teams to evaluate assets and asset groups of the water system by applying the Top-Down approach to the asset hierarchy. (This Top-Down risk assessment was previously applied to the wastewater system). Assets will be evaluated down to the fourth or fifth level of the asset hierarchy for consequence and likelihood of failure, as appropriate, based on the risk of the parent asset. Input from the UAM Team and functional teams are crucial to understanding and scoring both the consequence of failure and the likelihood of failure. The ENGINEER will also review available asset records and data from sources, such as work order management systems, and query staff to obtain information on asset performance and condition. Consequence and likelihood will be quantified using the matrices developed in Task 2.1. The relative risk among the individual major assets and asset groups will then be calculated using an Excel spreadsheet. The assets and asset groups will be prioritized by risk, consequence and likelihood, and presented in a meeting with the UAM Team for discussion and for determination of an acceptable level of risk.

Task 2.3: Perform Field Condition Assessments

Based upon the results of the risk assessment, the ENGINEER will prepare a prioritized list of no more than 500 vertical assets recommended for field condition assessment. In general, higher priority will be given to assets having a relatively high consequence score and for which the level of confidence in staff's knowledge of the assets' physical condition is not high (i.e., a detailed condition assessment has not recently been performed). The prioritized list will be presented to the UAM Team for comments, additions and deletions. The list will be finalized indicating the selected assets to be assessed, and a schedule for conducting on-site condition assessments will be prepared. The following are examples of asset categories that may be included in the recommended list.

- Pumps
- Motors (electric)
- Vacuum systems
- Compressed air systems
- Electrical equipment
- Boilers
- Heat exchangers
- Instrumentation
- Generators
- Tanks (visible portion(s))
- Piping and valves (exposed)
- Vaults (visible portion(s))
- Blowers
- Miscellaneous mechanical equipment

For each of the assets selected for condition assessment, the ENGINEER will review available information on the assets' characteristics, drawings, maintenance history, and data from instrumentation/SCADA systems. The ENGINEER will facilitate a workshop with the UAM Team and functional teams to develop a common understanding of the information to be collected for each asset category, and decide on the set of criteria to be used in the condition assessments. The ENGINEER will provide standardized asset condition assessment criteria as a starting point. The selected criteria and asset data will be uploaded into the ENGINEER's Asset Condition Evaluation System (ACES) which will be used to record the appropriate information

during the assessments.

The condition assessment will be based on the apparent condition of the assets using direct observation methods. While most condition assessment factors will be specific to the type of asset being assessed, the following are general condition assessment factors that are common to several types of assets:

- Corrosion (visual inspection only)
- Lack of evidence of preventive maintenance
- Lack of evidence of calibration
- Evidence of wear or deterioration
- Inability of asset to perform designated function
- Excessive vibration
- Thermographic results
- Unusual noise, heat or smell
- Safety issues
- Compliance with current equipment standards and parts availability

Information will be captured using laptops, tablets or other hand-held devices running the ACES application. All assets selected for condition assessment will be graded in accordance with the guidance of the International Infrastructure Management Manual, using a condition grade of “1” through “5”, with “1” being very good and “5” being very poor. Digital photos will be taken of assets receiving a condition grade of 3, 4 or 5.

Task 2.4: Refine Risk Assessment Using Field Condition Assessments

The initial risk assessment conducted under Task 2.2 will be refined by replacing the initial condition score of assets with the actual condition score determined from the on-site condition assessments. If a condition assessment was not performed for an asset, the initial condition score will be used. Asset risk will be recalculated, and an updated ranking of assets by relative risk and likelihood of failure will be developed. The rankings will be presented to the UAM Team in a half-day workshop. The UAM Team will be asked to determine an acceptable level of risk, and to select assets having a risk above the acceptable level to be addressed in the Task 2.7.

Task 2.5: Identify Infrastructure Needs Due to Performance

The CITY will identify performance criteria for future infrastructure needs based on hydraulic and process modeling for linear and vertical assets, and identify assets requiring improvements due to performance issues. This information will be provided by the CITY to the ENGINEER to be used in Task 2.8 to identified needed improvements that are not related to reducing the risk of asset failure, but rather to determine the best investment of capital to meet the desired level of service due to unacceptable performance for reasons such as hydraulic capacity or treatment capabilities. Drivers for performance criteria may include but not be limited to population growth, commercial and industrial growth, technology change, and regulatory change.

Task 2.6: Forecast Asset Remaining Useful Life and Degradation

The CITY will provide the ENGINEER with installation and construction dates, and/or age of all infrastructure assets. The remaining useful life of vertical assets will be estimated by the

ENGINEER based on industry standards, available maintenance records, the knowledge of CITY staff, asset condition as found from the onsite condition assessment conducted under Task 2.3, and from knowledge of the City staff for assets that did not undergo an onsite condition assessment. The rates for vertical asset degradation will be estimated based on the ENGINEER's experience in operating water and wastewater facilities along with industry guidance.

The remaining useful life of linear assets will be estimated based on industry standard useful lives for each type of pipe material (to the extent known), pipe age, and available break history and maintenance history. Useful lives of pipes will be modified as appropriate for environmental conditions, such as soil corrosivity, if known. The rates for linear asset degradation will be estimated using industry standard survival curves for the pipe material.

Task 2.7: Identify Risk Mitigation Options for Assets with an Unacceptable Risk of Failure

Once the relative risk of the assets is finalized, the ENGINEER will work with the UAM Team to identify risk reduction options for those assets having an unacceptable level of risk. Risk reduction options for individual assets may include capital improvement projects, modification of O&M protocols, or other actions that can lead to a reduction in the consequence and/or likelihood of asset failure.

The ENGINEER will develop order-of-magnitude cost estimates and determine the degree of risk reduction for each option selected, calculate the expected ratio of risk reduction-to-cost, and present the results to the UAM Team. Costs will be developed based on the ENGINEER's cost data and input from the CITY's staff.

Task 2.8: Identify Alternatives to Meet Additional Needs

The ENGINEER will develop alternatives to meet future infrastructure performance needs as identified by the CITY under Task 2.5. The ENGINEER will depend upon the CITY to model identified alternatives associated with improving capacity, hydraulic performance and water quality in the water transmission and distribution system, as well as capacity and hydraulic performance in the wastewater collection system, and provide the results to the ENGINEER. The ENGINEER will develop order-of-magnitude cost estimates for the alternatives determined to meet the future needs. Costs will be developed based on the ENGINEER's cost data and input from the CITY's staff.

Task 2.9: Perform Business Case Evaluations for Options and Alternatives

The ENGINEER will propose a Business Case Evaluation (BCE) framework to evaluate projects identified under Task 2.7, Identify Risk Mitigation Options for Assets with an Unacceptable Risk of Failure, and Task 2.8, Identify Alternatives to Meet Additional Needs. The framework will include recommended criteria to establish and create a system to quantify the benefits of options and alternatives, including alternative delivery and financing, and methodology to estimate lifecycle costs of the options and alternatives. In addition, the ENGINEER will propose a BCE template to be used.

The ENGINEER will work with the UAM Team to refine the proposed framework and template to meet the CITY's needs and finalize framework and template. The CITY will perform all required BCEs using the framework and template. The BCEs will be reviewed by the ENGINEER, and recommendations on which options and alternatives should be selected will be made to the UAM Team for a final determination on which options and alternatives should be considered for developing capital plan scenarios (Task 2.10) and operations and maintenance scenarios Task 3.6).

Task 2.10: Develop Capital Plan Scenarios

Together with input from the UAM Team, the ENGINEER will develop up to five scenarios for implementing the options and alternatives selected by the CITY under Task 2.9. In developing the scenarios, the ENGINEER will consider project timing, delivery methods, lifecycle cost and performance, type of infrastructure improvement, geographic location, and the organizational capacity of the CITY staff and contractors to deliver the projects. These five scenarios will be evaluated and compared through the Decision Support Tool to be developed under Task 4 in order to develop capital and operational "pro forma" needs.

Task 3: Operations and Maintenance Planning

Task 3.1: Assess Operations and Maintenance Functions with Respect to Goals

In a full-day workshop, ENGINEER will work with the utility O&M staff to evaluate current Operations and Maintenance functions against utility goals and desired levels of service (established in Task 1.4). During the workshop, ENGINEER will work with the utility O&M staff to establish Operations and Maintenance criteria that will form the basis for the operations, preventive maintenance, and organization/staffing optimization analyses. The results of the workshop will be utilized to guide the optimization of current O&M functions.

Task 3.2: Conduct Operations Optimization Analysis

The ENGINEER will perform a desktop review of operations data, energy usage, chemical consumption, and treatment performance to determine if operational savings or performance enhancements can be achieved. Hydraulic and process modeling data provided by the CITY from Task 2.5 will be used to confirm and quantify areas of operational savings and/or performance enhancements. Based on the desktop review, the ENGINEER will recommend further analysis if it appears the permitted capacity of facility(ies) may be able to be increased based upon the modeling results.

Task 3.3: Conduct Preventive Maintenance Optimization Analysis

The ENGINEER will conduct a preventive maintenance optimization (PMO) analysis which will begin with a desktop assessment of the coverage, suitability, completeness and accessibility of the utility's preventive maintenance job plans (PM JPs) for vertical assets within the water and

wastewater pumping and treatment systems. The goal of the PMO analysis is to increase equipment reliability by performing the appropriate PM tasks on the equipment that will prevent known equipment failure modes, at intervals that will detect equipment failure before it occurs. To begin, the ENGINEER, with input from the O&M staff, will conduct the assessment by asset class (pump, motor, blower, etc.). Equipment specific operating context will not be considered. The PMO analysis will be performed on those asset classes with a relatively high consequence of failure as determined in the risk analysis performed under Task 2.

For these high consequence asset classes, the ENGINEER will review the information in the CITY's CMMS to determine how complete and mature the existing preventive maintenance PM JPs are for the equipment type. If the information is not available from the CITY's CMMS, the ENGINEER will conduct staff interviews to develop an inventory of existing PM JPs to support the assessment. This inventory will be compared to the PM JPs necessary for operational efficacy based upon ENGINEER's experience and industry guidance by equipment type. Gaps will be noted and the ENGINEER will prepare a comprehensive list of recommended new PM JPs that will either replace existing PM JPs or serve to fill noted gaps.

For those existing PM JPs that are found to be appropriate, the ENGINEER will review them for completeness with respect to structure and content considering leading practice for PM JPs, such as:

- Descriptive title
- Purpose statement
- Equipment condition (LOTO, running, planned shut-down, etc.)
- Responsible personnel and number of people required
- Safety procedure identified
- Definitions and references
- Skills required
- List of materials, tools and equipment required
- Time allotted to perform the PM JP
- Detailed procedures with step by step tasks
- Author and approval date

ENGINEER will identify those existing PM JPs that require improvement and make appropriate recommendations for such improvement. Further, ENGINEER will assess how recommendations are incorporated and any outdated PM JPs that are discarded. Recommendation for improvement will be offered if appropriate, however, any rewriting of existing PM JPs or the development of new PM JPs will be the responsibility of the CITY.

Task 3.4: Prepare Organizational and Staff Plan Analysis

The ENGINEER will evaluate staffing levels for operations and maintenance of utility facilities. The evaluation will begin with a review of current staffing levels by position, applicable job descriptions, shift assignments, overtime, employee tenure, and employee turnover. Staffing levels will be reviewed using the following, as appropriate:

1. Industry benchmarking
2. Selected benchmarking with similar utilities

3. ENGINEER's direct experience and knowledge gained in operating over 200 water and wastewater facilities for the past 25 years
4. Bottom-up development using a tool (e.g., NEIWPC's *Guide for Estimating Staffing at Publicly and Privately Owned Wastewater Treatment Plants*), assessing actual workload at the CITY's facilities by process, and required staffing from regulations and permit conditions.

To examine whether the staff have the necessary competencies to effectively and efficiently operate and maintain the utility systems, the following will be performed:

1. Interviews of managers and supervisors
2. Workshop with a focus group of employees
3. Comparison of job descriptions and minimum requirements to needed competencies
4. Review of employee certifications (mandatory and voluntary)

The results of the skills and training assessment will be considered in finalizing the recommendations for staffing levels to address the impact of staffing from increased learning and skills development. Further, the ENGINEER will look at the organizational structure compared to the capabilities of the staff and operational objectives.

Task 3.5: Forecast Cost Savings

Based on the findings from the previous tasks, the ENGINEER will identify opportunities for cost savings that may be generated from operations and performance enhancements, preventive maintenance optimization, risk transfer opportunities, and staffing analysis. The CITY's actual expenditures over the past three years, available future projections, and long-term lifecycle financial modeling will be used in the cost savings analysis.

Task 3.6: Develop Operations and Maintenance Plan Scenarios

The ENGINEER will develop up to five scenarios that consist of a variety of possible O&M and organizational changes that may impact costs. These scenarios will include an "optimistic," "pessimistic," and "middle" forecast of savings, as applicable. The Operations and Maintenance Plan scenarios will be an input into the Decision Support Tool developed in Task 4 to arrive at a recommended combined O&M and capital plan and financial plan.

Task 4: Program Direction

Task 4.1: Develop Criteria for Decision Support Tool

In a half day workshop, the ENGINEER will work with the CITY to identify the output needed for the CITY to make both short- and long-term decisions using the scenarios generated from Task 2.10 and Task 3.6. Such output may include revenue requirements to fund an optimal mix of capital sources and pay-go financing of capital projects with a tradeoff of increased or

decreased O&M costs (i.e., lifecycle costs). Variables may include interest rates, term of financing, overall comparative lifecycle costs, level of rate affordability, and project delivery alternatives. Based on the desired outputs, the necessary inputs will be decided along with the criteria to be used in the evaluation.

Task 4.2: Develop Decision Support Tool

The ENGINEER will develop a decision support tool, utilizing Excel VBA (Visual Basic for Applications), based on the conclusions reached under Task 4.1. An additional half day workshop with the CITY will likely be required to review the functionality, appearance, and formatting of the decision support tool and its outputs.

Task 4.3: Model Scenarios

The ENGINEER will use the Decision Support Tool to model the scenarios generated from Task 2.10 and Task 3.6. The model will be used to generate “optimistic,” “pessimistic,” and midline projections, and will support comparative analysis of all delivery methods and capital sources. The results will be presented to the CITY in a half day workshop. The ENGINEER will re-run the model one additional time should the CITY desire to alter some assumptions for one or more scenarios. The results of the re-run of the model will be presented in an additional half day workshop with CITY staff. The CITY will then direct the ENGINEER as to which five scenarios should be used to prepare pro forma financial plans.

Task 4.4: Capital and O&M Pro Forma Scenarios

The ENGINEER will prepare pro forma needs and delivery options for both capital investment and O&M expenditures for the scenarios chosen under Task 4.3. The forecasted needs and delivery options will be presented to the CITY in a half day workshop, along with options for funding the identified needs. The CITY will be asked to choose which funding options should be considered for developing financial plans in Task 4.5.

Task 4.5: Develop Financial Plans

The ENGINEER will prepare a comparison of funding plans and delivery options for the capital and O&M scenarios based on the direction given by the CITY at the workshop held under Task 4.4. The funding plans will be presented to the CITY in an additional half day workshop during which the CITY will be asked to select the recommended capital and O&M plans and the associated funding plan implementation.

Task 4.6: Recommend Capital and O&M Plan

Based on the outcome of the workshops held under Task 4.4 and Task 4.5, the ENGINEER will develop a detailed capital and O&M plan for the recommended scenario. A recommendation for project delivery and service delivery to support the recommend plan will also be developed. Information to support the CITY with community and stakeholder engagement will be prepared as well.

Task 4.7: Recommend Financial Plan

The ENGINEER will develop a detailed financial plan for the recommended capital and O&M plan developed under Task 4.6. Information to support the CITY with community and stakeholder engagement will be prepared as well.

Task 4.8: Prepare Report

The ENGINEER will prepare a draft report summarizing the approach, outcomes and recommendations of the project for review and approval by the CITY. Upon receiving comments from the CITY, the ENGINEER will revise the draft report as applicable and submit a final report to the CITY. Both the draft and final reports will be submitted in an electronic format; no hard copies will be provided.

Additional Project Assumptions

The following additional project assumptions were made in developing the Scope of Work:

1. Task 1 – Program Visioning and Foundation for Risk Assessment will include one (1) full day workshop to support project kick-off, review Effective Utility Management attributes and Key Performance Indicators, short and long term goals, levels of service, and asset hierarchy requirements.
2. Task 1.1 – Kick-off and Gather Information and Data, requested information will be provided to the ENGINEER by the CITY in a timely fashion.
3. Task 1.5 – Develop Asset Hierarchy, the CITY will provide a useable asset hierarchy as described in the scope of work above.
4. Condition assessments are limited to exposed assets; condition assessment of buried, below ground, subaqueous, and assets that are not accessible for close-up visual inspection are not included in this scope.
5. Condition assessment of pipelines is limited to visual inspection of the exterior of exposed portions of the pipelines.
6. CITY staff will be available to accompany the condition assessment teams to provide access to facilities and assets, take necessary safety measures, and are able to turn equipment on and off as required.
7. Task 2.3 – Conducting On-Site Condition Assessments will be limited to a maximum of 500 individual vertical assets for on-site condition assessment. No on-site condition assessments will be made for linear assets; condition of linear assets will be judged based on input from the CITY staff, documented summaries from previous condition assessments, review of work orders, and industry practice of the useful life linear assets.
8. Task 2.5 – Identify Additional Infrastructure Needs Due to Performance will include CITY provided determination of future asset needs and performance criteria as well as

hydraulic and process modeling to confirm asset performance and capabilities. The CITY will identify assets requiring performance enhancements which will be incorporated into Task 2.8. The ENGINEER has budgeted 100 hours to support the CITY in providing the work identified in this task.

9. Task 2.7 – Identify Risk Mitigation Options for Assets Having an Unacceptable Risk of Failure will be limited to developing risk reduction options for a maximum of the 5 highest risk assets.
10. Task 2.8 – Identify Alternatives to Meet Additional Needs will be limited to developing alternatives for a maximum of the 5 assets.
11. Task 2.9 – Perform Business Case Evaluations (BCE) of Options and Alternatives, the BCE will be performed by the CITY using criteria and templates developed during the project.
12. Task 2.10 – Develop Capital Plan Scenarios will be limited to development of a maximum of 5 scenarios.
13. Task 3.2 – Conduct Operations Optimization Analysis will utilize CITY provided information from Task 2.5.
14. Task 3.3 – Conduct Preventative Maintenance Optimization Analysis will identify opportunities for improvement in PM JPs, however any rewriting of existing PM JPs or the development of new PM JPs will be the responsibility of the CITY.
15. Task 3.6 – Develop Operations and Maintenance Improvement Plan Scenarios will be limited to development of a maximum of 5 scenarios.
16. Task 4.4 – Capital and O&M Pro Forma Scenarios will be limited to development of a maximum of 5 scenarios.
17. Task 4.5 – Develop Financial Plans will be limited to development of a maximum of 5 financial plans.
18. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, ENGINEER makes no warranty that the CITY's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

EXHIBIT "B"

MILESTONE SCHEDULE
CITY OF WICHITA, KANSAS
DEVELOPMENT OF AN ASSET MANAGEMENT PLAN

This Exhibit B includes a summary of projected schedule milestones for the Agreement for Professional Services for the City of Wichita, Kansas Development of an Asset Management Plan project.

Project Tasks		Date
Anticipated Notice to Proceed		November 1, 2015
Project Management		
Task 1	Program Visioning and Foundation for Risk Assessment	
1.1	Kick-off and Gather Information and Data	
1.2	Situational Assessment based on Effective Utility Management Attributes	
1.3	Identify Short and Long-Term Goals	
1.4	Establish Levels of Service	
1.5	Develop Asset Hierarchy	
Task 2	Risk Based Comprehensive Asset Management and Capital Planning	
2.1	Develop Asset Risk Framework	
2.2	Perform Top-Down Risk Assessment	
2.3	Perform Field Condition Assessments for High Consequence of Failure Assets	
2.4	Refine Risk Assessment with Information from Field Condition Assessments	
2.5	Identify Additional Infrastructure Needs Due to Performance	
2.6	Forecast Asset Degradation and Remaining Useful Life Based on Condition and Performance	
2.7	Identify Risk Mitigation Options for Assets Having an Unacceptable Risk of Failure	
2.8	Identify Alternatives to Meet Additional Needs	
2.9	Perform Business Case Evaluation for Options and Alternatives	
2.10	Develop Capital Plan Scenarios	
Task 3	Operations & Maintenance Planning	
3.1	Assess O&M Functions with Respect to Goals	
3.2	Conduct Operations Optimization Analysis	
3.3	Conduct Preventive Maintenance Optimization Analysis	
3.4	Prepare Organizational and Staff Plan Analysis	
3.5	Forecast Cost Savings	
3.6	Develop O&M Plan Scenarios	

Task 4 Program Direction

- 4.1 Develop Criteria for Decision Support Tool
- 4.2 Develop Decision Support Tool
- 4.3 Model Scenarios
- 4.4 Capital and O&M Pro Forma Scenarios
- 4.5 Develop Financial Plan
- 4.6 Recommend Capital and O&M Plan
- 4.7 Recommend Financial Plan
- 4.8 Prepare Report

Project Completion Date

February 28, 2017

EXHIBIT "C"

COMPENSATION
CITY OF WICHITA, KANSAS
DEVELOPMENT OF AN ASSET MANAGEMENT PLAN

This Exhibit C lists compensation for the Development of an Asset Management Plan project. This Exhibit C supersedes all prior written or oral understandings of the compensation, and may only be changed by mutual agreement of both parties.

This is a billing rates contract with a not-to-exceed limit as defined in this attachment. ENGINEER cannot exceed the contract limit without prior written authorization from the CITY's Project Manager. As such, ENGINEER's compensation will be based upon the total hours worked on the Project by each employee, multiplied by the hourly rate for that employee or employee's job classification. Labor-related charges included in the hourly rate include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs not identifiable as directly allocable to individual projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the Project. Direct expenses and sub-consultant services, will be reimbursed at ENGINEERS' cost.

This is a task-based budget, so labor and expenses must be invoiced on a per-task basis. It is allowable, within reason, for ENGINEER to exceed the budget on a task(s) as long as ENGINEER's costs do not exceed the total agreed upon contract limit.

Project Tasks

Project Management	
Task 1	Program Visioning and Foundation for Risk Assessment
1.1	Kick-off and Gather Information and Data
1.2	Situational Assessment based on Effective Utility Management Attributes
1.3	Identify Short and Long-Term Goals
1.4	Establish Levels of Service
1.5	Develop Asset Hierarchy
Task 2	Risk Based Comprehensive Asset Management and Capital Planning
2.1	Develop Asset Risk Framework
2.2	Perform Top-Down Risk Assessment
2.3	Perform Field Condition Assessments for High Consequence of Failure Assets
2.4	Refine Risk Assessment with Information from Field Condition Assessments
2.5	Identify Additional Infrastructure Needs Due to Performance
2.6	Forecast Asset Degradation and Remaining Useful Life Based on Condition and Performance
2.7	Identify Risk Mitigation Options for Assets Having an Unacceptable Risk of Failure
2.8	Identify Alternatives to Meet Additional Needs
2.9	Perform Business Case Evaluation for Options and Alternatives
2.10	Develop Capital Plan Scenarios

Task 3 Operations & Maintenance Planning

- 3.1 Assess O&M Functions with Respect to Goals
- 3.2 Conduct Operations Optimization Analysis
- 3.3 Conduct Preventive Maintenance Optimization Analysis
- 3.4 Prepare Organizational and Staff Plan Analysis
- 3.5 Forecast Cost Savings
- 3.6 Develop O&M Plan Scenarios

Task 4 Program Direction

- 4.1 Develop Criteria for Decision Support Tool
- 4.2 Develop Decision Support Tool
- 4.3 Model Scenarios
- 4.4 Capital and O&M Pro Forma Scenarios
- 4.5 Develop Financial Plan
- 4.6 Recommend Capital and O&M Plan
- 4.7 Recommend Financial Plan
- 4.8 Prepare Report

Project Total Cost \$ 1,721,800.00

Per Diem Code Hourly Labor Rate Schedule

Per Diem Codes	2015 Hourly Rates*	2016 Hourly Rates*	Typical Labor Billing Titles**
01	\$ 301.50	\$ 310.50	Sr. Program Manager; Sr. Technology Fellow
02	\$ 281.75	\$ 290.25	Program Manager, Technology Fellow
03	\$ 257.25	\$ 265.00	Senior Project Manager, Principal Technologist
04	\$ 225.75	\$ 232.50	Project Manager/Sr. Technologist
05	\$ 200.25	\$ 206.25	Associate Project Manager, Engineer Specialist
06	\$ 174.50	\$ 179.75	Project Engineer, Construction Manager 2
07	\$ 150.75	\$ 155.25	Associate Engineer, Construction Manager 1
08	\$ 126.00	\$ 129.75	Staff Engineer 2
09	\$ 106.75	\$ 110.00	Staff Engineer 1
10	\$ 106.75	\$ 110.00	Staff Engineer 0
11	\$ 164.00	\$ 169.00	Engineering/CAD Tech 5
12	\$ 137.25	\$ 141.25	Engineering/CAD Tech 4
13	\$ 118.75	\$ 122.25	Engineering/CAD Tech 3
14	\$ 99.75	\$ 102.75	Engineering/CAD Tech 2
15, 16	\$ 94.00	\$ 96.75	Engineering/CAD Tech 1
19	\$ 99.75	\$ 102.75	Office/Clerical/Accounting
19	\$ 62.50	\$ 64.50	Site Clerical; Site Project Accounting Assistant

** Hourly labor rates are subject to annual escalations*

***Hourly billing rates based on each individual's assigned per diem code; typical labor billing titles are provided for information only and are not a complete listing of available titles*

EXHIBIT "D"

**REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT
OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS
STATEMENT FOR CONTRACTS OR AGREEMENTS**

**CITY OF WICHITA, KANSAS
DEVELOPMENT OF AN ASSET MANAGEMENT PLAN**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CH2M Hill References

City of Olathe, KS

Water and Wastewater CIP Review

How would you describe the relationship between your City and CH2M?

CH2M provided the City of Olathe with the methodology needed to implement a rating system for water and wastewater assets and related capital projects.

CH2M staff were easy to work with and there were no memorable challenges.

As the City of Olathe worked to personalize the rating system and provide feedback, CH2M was very receptive and adapted well to the requested changes.

How would you describe the quality of the work product you received from CH2M?

Good – still using the model today.

How would you describe CH2M's technical ability?

Not only were they obviously technical experts, they were good at looking at the system as a whole and looking at things from a citizen's perspective.

How would you describe their ability to clearly communicate highly technical information to stakeholders?

This was a definite strong point – they were able to communicate well with the City Manager, Finance Department and other Department Directors.

Johnson County Wastewater, KS

CIP Prioritization

How would you describe the relationship between your City and CH2M?

Very good, very strong. Have been partnering with CH2M on varying projects since 2004. CH2M has worked on both the wastewater collection and treatment systems.

How would you describe the quality of the work product you received from CH2M?

Great

How would you describe CH2M's technical ability?

Great, they have been able to address needs within both systems. They have completed a number of successful projects.

How would you describe their ability to clearly communicate highly technical information to stakeholders?

Great job communicating to people with varying technical abilities, especially during workshop.

CH2M Hill References

City of Calgary, Canada

Asset Management Program Long-Term Partnership

How would you describe the relationship between your City and CH2M?

Excellent. The City and CH2M have been partners since 2007. They have helped to establish our corporate AM program including policy, standard processes and competency development. They have also worked closely with our water and wastewater utility, amongst others (including Fire, Parks, Recreation, Roads and Transit) to implement asset management plans and undertake operational reviews and even establish long range financial planning processes.

How would you describe the quality of the work product you received from CH2M?

Excellent. Product and final reports are well written and documented.

How would you describe CH2M's technical ability?

Highly capable and of excellent quality. They are a unique and cutting edge organization that has developed sound tools based on risk and level of service practices. They are a leader in Canada in AM thinking and practice development with a solid team.

How would you describe CH2M's ability to clearly communicate highly technical information to stakeholders?

Excellent. Their staff, including Gareth Lifton and Paul Smeaton, have routinely demonstrated their ability to communicate highly technical info to senior management and even Council at the City of Calgary. I am aware that they have also worked closely with The City of Winnipeg and Waterloo City Councils to develop infrastructure prioritization criteria and methods

City of Columbus, OH

Strategic Asset Management and Utility Management Support

"CH2M held an overall Asset Management contract with the City of Columbus. The Operations Optimization task was one of various tasks in the scope of the contract.

CH2M produced quality work and has a good working relationship with the city. We would consider them for future work."

Table Rock Capital Reference

City of Rialto, CA

City of Rialto Public Private Partnership

Please describe your relationship with Table Rock Capital.

Table Rock Capital is a key player in Rialto Water Services, our concessionaire for the water and wastewater systems. Table Rock personnel have assumed a substantial role in the management of the water and wastewater systems, overseeing subcontract services for the day to day operation of the utilities. We have had performance issues with Rialto Water Services, in particular the timely delivery of capital projects. This has caused some friction with employees of Table Rock Capital related specifically to the delayed project deliverables. It has nothing to do with the financing, which has been complete for some time.

Please describe Table Rock Capital's ability to identify financing options to meet your capital needs. How was their follow through and delivery?

Table Rock Capital performed on the capital delivery responsibilities under the Concession Agreement. Table Rock raised \$177 million in debt and equity to finance the transaction. The debt (85% of total) was delivered at a very reasonable cost, while the cost of equity (15% of total) turned out somewhat higher than we had hoped producing a combined cost of capital that was approximately 8.6%. We struggled some on the transparency of the transaction, and getting details regarding transaction costs, and RWS suggested at the time that the Concession Agreement granted proprietary privileges for certain information. This was our first 3P contract, and the public sector demand for transparency and the private sector desire for confidentiality clashed. This is apparently a common source of conflict in P3 transactions.

Please describe Table Rock Capital's ability to communicate highly technical financial information to stakeholders?

They were able to explain the financing process clearly to the City. The approach differed from our traditional financing structures, because of the P3 agreement. We had a much smaller role in the capital procurement process. Other than the transparency issues cited above, and the higher cost of capital outcome, the firm adequately communicated its program for raising the debt and equity.

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 10, 2015**

PRELIMINARY ESTIMATE of the cost of sewer improvements to 55th Street South, east of Seneca. (District IV) (468-85020/744395/480-087) – Total Estimated Cost \$47,700

To the City Council
Wichita, Kansas

Date of CC 11/10/2015
(OCA/PROJ) 744395/468-85020
(PPN) 480-087

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sewer improvements to 55th Street South, east of Seneca. (District IV).

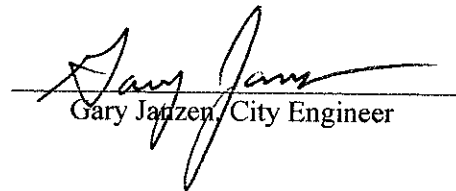
All work done and all materials furnished to be in accordance with plans and specifications on file in the office of the City Engineer.

Total Estimated Cost

\$47,700

CITY OF WICHITA
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.



Gary Jatzzen City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of sewer improvements to 55th Street South, east of Seneca. (District IV) (468-85020/744395/480-087) – Total Estimated Cost \$47,700

Page _____

Exhibit _____

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL NOVEMBER 10, 2015**

- a. Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs (south of 93rd Street North, west of Arkansas Avenue) (468-84766/660811/869001) Does not affect existing traffic. (District IV, VI, County) - \$1,676,897.50
- b. 2015 Sanitary Sewer Rehabilitation Phase F (CIPP) (north of 31st Street South, east of Meridian) (468-85062/620755/665005) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,IV,VI) - \$434,000.00
- c. 2015 Sanitary Sewer Reconstruction Phase 10 (north of Lincoln, east of Hydraulic) (468-85056/620751/665005) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$455,000.00
- d. Riverside Drainage District Sanitary Sewer Siphon Bartlow Second, Rock Island Industrial Park, MacArthur Beach, Purcell's 10th, and Wichita Employee Association Additions (south of MacArthur Road, east of Seneca Street) (468-84937/620725/664030) Traffic to be maintained during construction using flagpersons and barricades. (District All) - \$500,000.00
- e. Lateral 545, Southwest Interceptor Sewer (south of 55th, east of Seneca) (468-85020/744395/480087) See Special Provisions. (District IV) - \$47,700.00
- f. 2015 Outsourced Pavement Preservation Program CIP Arterial Concrete Repair on 29th Street North, Broadway to Ohio (29th Street North, Broadway to Ohio) (472-85173a/707073/620756/636246/133116/211537/665005/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$350,950.00
- g. 27th Court, located approximately 420 feet east of the southwest corner of Stoney Pointe Addition to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) (472-84978/766325/490346) Does not affect existing traffic. (District II) - \$129,666.00

PRELIMINARY ESTIMATE of the cost of:

Wichita-Valley Center Local Flood Protection Project Diversion Structure Repairs
(south of 93rd Street North, west of Arkansas Avenue)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS - Control Structure I

1 By-pass works (siphon pipe, pumps, etc.)	1	LS
2 Cofferdam Works	2	LS
3 Siphon Pool Excavation	1,000	cy
4 Concrete Inspection Preparation	1	LS
5 Nose Wall Armor	100	lf
6 Site Restoration	1	LS
7 Project Seeding	2	ac

MEASURED QUANTITY BID ITEMS - Control Structure I

8 Sawcut Existing Nosewall	30	lf
9 Replace Existing Nosewall	54	lf
10 Repair Eroded Box Culvert Floor	550	sf
11 Grout base of culvert floor	15	cy
12 Energy Dissipators	1.5	cy
13 Repair/replace dumped rip-rap for structure	15	tn
14 Repair cracks in walls outside	20	lf
15 Repair cracks in walls inside	20	lf
16 Repair deteriorated nosewall	1	cy
17 Erosion Control BMP (Silt Barrier)	850	lf
18 Erosion Control BMP (Stabilized Entrance)	2	ea
19 Erosion Control Blanket	9,680	sy

LUMP SUM BID ITEMS - Control Structure II

20 By-pass works (siphon pipe, pumps, etc.)	1	LS
21 Cofferdam Works	2	LS
22 Siphon Pool Excavation	1,000	cy
23 Concrete Inspection Preparation	1	LS
24 Nose Wall Armor	75	lf
25 Site Restoration	1	LS
26 Project Seeding	2.5	ac

MEASURED QUANTITY BID ITEMS - Control Structure II

27 Sawcut Existing Nosewall	15	lf
28 Replace Existing Nosewall	27	lf
29 Repair Eroded Box Culvert Floor	375	sf
30 Grout base of culvert floor	10	cy
31 Energy Dissipators	1.5	cy
32 Repair/replace dumped rip-rap for structure	15	tn
33 Repair cracks in walls outside	15	lf
34 Repair cracks in walls inside	10	lf
35 Repair deteriorated nosewall	2	cy
36 Erosion Control BMP (Silt Barrier)	1,355	lf
37 Erosion Control BMP (Stabilized Entrance)	2	ea
38 Erosion Control Blanket	9,680	sy

LUMP SUM BID ITEMS - Control Structure IV

39 Cofferdam Works	4	LS
40 Concrete Inspection Preparation	1	LS
41 Nose Wall Armor	450	lf
42 Site Restoration	1	LS
43 Project Seeding	3	ac
44 By-Pass Channel Excavation	1,745	cy
45 By-Pass Channel Fill	1,745	cy
46 Rip-rap	175	tn

MEASURED QUANTITY BID ITEMS - Control Structure IV

47	Sawcut Existing Nosewall	135	lf
48	Replace Existing Nosewall	243	lf
49	Repair Eroded Box Culvert Floor	1,920	sf
50	Grout base of culvert floor	50	cy
51	Energy Dissapators	5	cy
52	Repair/replace dumped rip-rap for structure	60	tn
53	Repair cracks in walls outside	100	lf
54	Repair cracks in walls inside	100	lf
55	Repair deteriorated nosewall	15	cy
56	Erosion Control BMP (Silt Barrier)	1,185	lf
57	Erosion Control BMP (Stabilized Entrance)	2	ea
58	Erosion Control Blanket	14,520	sy

LUMP SUM BID ITEMS - Control Structure V

59	By-pass works (siphon pipe, pumps, etc.)	1	LS
60	Cofferdam Works	2	LS
61	Siphon Pool Excavation	250	cy
62	Concrete Inspection Preparation	1	LS
63	Sheet Pile Weir	7,735	sf
64	Sheet Pile Weir Waler	225	lf
65	Site Restoration	1	LS
66	Project Seeding	2	ac

MEASURED QUANTITY BID ITEMS - Control Structure V

67	Repair Eroded Box Culvert Floor	95	sf
68	Grout base of culvert floor	1	cy
69	Repair/replace dumped rip-rap for structure	5	tn
70	Repair cracks in walls outside	20	lf
71	Repair cracks in walls inside	20	lf
72	Erosion Control BMP (Silt Barrier)	885	lf
73	Erosion Control BMP (Stabilized Entrance)	2	ea
74	Erosion Control Blanket	7,260	sy

Construction Subtotal

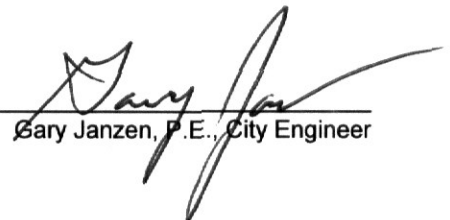
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost**\$1,459,394.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.

Sworn to and subscribed before me this _____
(DATE)


Gary Janzen, P.E., City Engineer

City Clerk

869001 (660811) 468-84766
Page _____

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

2015 Sanitary Sewer Rehabilitation Phase F (CIPP)
(north of 31st Street South, east of Meridian)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Pipe, Cured-in-Place, 8" (Site 1)	987	If
2	Pipe, Cured-in-Place, 8" (Site 2)	740	If
3	Pipe, Cured-in-Place, 8" (Site 3)	870	If
4	Pipe, Cured-in-Place, 8" (Site 4)	1,265	If
5	Pipe, Cured-in-Place, 8" (Site 5)	775	If
6	Pipe, Cured-in-Place, 8" (Site 6)	310	If
7	Pipe, Cured-in-Place, 8" (Site 7)	583	If
8	Pipe, Cured-in-Place, 8" (Site 8)	352	If
9	Pipe, Cured-in-Place, 8" (Site 9)	497	If
10	Pipe, Cured-in-Place, 8" (Site 10)	717	If
11	Pipe, Cured-in-Place, 8" (Site 11)	627	If
12	Pipe, Cured-in-Place, 8" (Site 12)	621	If
13	Pipe, Cured-in-Place, 8" (Site 13)	606	If
14	Pipe, Cured-in-Place, 8" (Site 14)	611	If
15	Pipe, Cured-in-Place, 15" (Site 15)	941	If
16	Pipe, Cured-in-Place, 15" (Site 16)	1,091	If
17	Pipe, Cured-in-Place, 8" (Site 17)	400	If
18	Pipe, Cured-in-Place, 8" (Site 18)	1,439	If
19	Pipe, Cured-in-Place, 15" (Site 19)	311	If
20	Site Preparation	1	LS
21	Site Restoration	1	LS

Construction Subtotal

Engineering & Inspection
Administration
Publication

Total Estimated Cost\$434,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

665005 (620755) 468-85062

Page _____

EXHIBIT

To be Bid:

October 23, 2015

PRELIMINARY ESTIMATE of the cost of:
 2015 Sanitary Sewer Reconstruction Phase 10
 (north of Lincoln, east of Hydraulic)

All work done and all materials furnished to be in accordance with plans and specifications
 on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

3	MH Rehabilitated (Maps 2 & 3)	8	ea
4	MH Rehabilitated (5646-391)	1	ea
5	MH Rehabilitated (5646-392)	1	ea
6	MH Bench & Invert Rem & Replaced	9	ea
7	MH, Rehab Liner	10	ea
8		135	lf
9	A/C Pavement Removed & Replaced (parking lot)	9	sy
10	A/C Pavement (temp bike path)	10	sy
11	Concrete Pvmnt Removed & Replaced (in Kansas Street)	11	sy
12	Concrete Pvmnt Removed & Replaced (parking lot, incl curb)	9	sy
13	Concrete Sidewalk Removed & Replaced	90	lf
14	BMP, Construction Entrance	1	ea
15	BMP, Silt Fence	60	lf
16	BMP, Ditch Check	1	ea
17	BMP, Erosion Control Mat	60	sy
18	BMP, Back of Curb Protection	20	lf
19	BMP, Curb Inlet Protection	1	ea

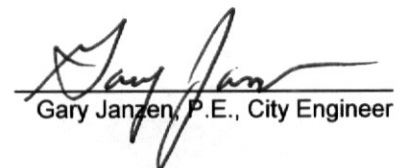
Construction Subtotal

Engineering & Inspection
 Administration
 Publication

Total Estimated Cost\$455,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
 (DATE)

 City Clerk

665005 (620751) 468-85056
 Page _____

 EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Riverside Drainage District Sanitary Sewer Siphon
Bartlow Second, Rock Island Industrial Park, MacArthur Beach, Purcell's 10th,
and Wichita Employee Association Additions

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Gravel Removed and Replaced	300	sy
2	SS Pipe 15"	20	lf
3	Inverted Siphon (8" and 10" HDPE)(Direction	408	lf
4	Abandon MH	1	ea
5	Abandon Existing 15" VCP	105	lf
6	Abandon Existing Siphon	157	lf
7	Siphon Inlet Structure	1	ea
8	Siphon Outlet Structure	1	ea
9	Silt Fence	1,155	lf
10	Erosion Control Mat	623	sy
11	Site Clearing and Restoration	1	LS
12	Project Seeding & Mulching	1	LS

Construction Subtotal

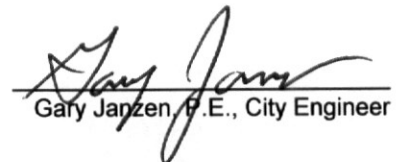
Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost

\$500,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

664030 (620725) 468-84937
Page _____

City Clerk

EXHIBIT

PRELIMINARY ESTIMATE of the cost of:

Lateral 545, Southwest Interceptor Sewer
(south of 55th, east of Seneca)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Sodding	1	LS
4	Traffic Control	1	LS

MEASURED QUANTITY BID ITEMS

5	Pipe, SS 8"	35	lf
6	Pipe, SS 4"	17	lf
7	MH, Standard SS (4')	1	ea
8	MH, Connect to existing	1	ea
9	Fill, Sand (Flushed & Vibrated)	45	lf
10	Pavement, Removed and Replaced (55th)	48	sy
11	Pavement, Removed and Replaced (Driveway)	42	sy
12	Pipe, SWS 12" (CMP)	22	lf
13	BMP, Silt Fence	30	lf
14	Air Testing, SS Pipe	35	lf

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost\$47,700.00

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

480087 (744395) 468-85020

Page _____

EXHIBIT

To be Bid:

October 23, 2015

PRELIMINARY ESTIMATE of the cost of:

2015 Outsourced Pavement Preservation Program CIP Arterial Concrete Repair on 29th Street North, Broadway to Ohio
(29th St N., Broadway to Ohio)

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

MEASURED QUANTITY BID ITEMS (707073)

1	8" Reinf. Concr. Pvmnt. Repair	2,850	sy
2	Mono Edge Curb Repair	1,100	lf
3	8" Concr. Driveway Repair	2,500	sf
4	8" Reinf. Concr. Valley Gutter Repair	650	sy
5	Crushed Rock	200	tn
6	6" Yellow or White Pvmnt Markings (Paint)	1,700	lf
7	4" Yellow or White Pvmnt Markings (Paint)	6,700	lf

MEASURED QUANTITY BID ITEMS (620756)

8	Adj. SS MH using New Ring & Lid	1	ea
9	Adj. SS MH using New Ring & Lid (Wide Flange)	1	ea
10	Adj. SS MH Ring & Lid	1	ea

MEASURED QUANTITY BID ITEMS (636246)

11	Valve Box Adjustment	2	ea
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MEASURED QUANTITY BID ITEMS (133116)

12	Adj. SWS MH w/new Ring & Lid	1	ea
13	Adj. SWS MH w/new Ring & Lid (Wide Flange)	1	ea
14	Adj. SWS MH Ring and Lid	1	ea

Construction Subtotal

Engineering & Inspection (707073)

Administration (707073)

Publication (707073)

Contingency

Total Estimated Cost

\$350,950.00

CITY OF WICHITA)

STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211537/665005/771633/133116 (707073/620756/636246/133116) 472-85173a

Page _____

EXHIBIT _____

PRELIMINARY ESTIMATE of the cost of:

27th Court, located approximately 420 feet east of the southwest corner of Stoney
Pointe Addition to serve Stoney Pointe Addition

All work done and all materials furnished to be in accordance with plans and specifications
on file in the office of the City Engineer.

LUMP SUM BID ITEMS

1	AC Pavement 7" (5" Bit Base)	1,086	sy
2	Reinforced Crushed Rock Base (6")	1,414	sy
3	RCVG Pavement (8")	100	sy
4	Comb. C & G (6 5/8" & 1 1/2")	619	lf
5	Mono Edge Curb (6 5/8" & 1 1/2")	125	lf
6	Inlet Hookup	2	ea
7	Excavation	1,388	cy
8	Compacted Fill (90% Density) DO NOT BID	0	cy
9	Compacted Fill (95% Density) DO NOT BID	0	cy
10	Concrete Comb. C & G Removed	69	lf
11	Pipe, SWS 15", RCP	59	lf
12	Pipe, SWS 18", RCP	62	lf
13	Inlet, Curb (Type 1)(5'x3')	2	ea
14	Maintain Existing BMPs	1	LS
15	Signing	1	LS
16	Seeding, Temporary	1	LS
17	Seeding, Permanent	1	LS
18	Site Clearing	1	LS
19	Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

20	Inlet Underdrain	30	lf
21	BMP, Erosion Control Blanket	1,245	sy
22	BMP, Curb Inlet Barrier	2	ea

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost**\$129,666.00**

CITY OF WICHITA)
STATE OF KANSAS) SS

I do solemnly swear that the above amount is correct, reasonable and just.


Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

490346 (766325) 472-84978

Page _____

EXHIBIT _____

**City of Wichita
City Council Meeting
November 10, 2015**

TO: Mayor and City Council

SUBJECT: Renewal of the Contract – Kansas Department of Health and Environment Air Quality Program Grants (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract.

Background: Since 1972, the City has received grant funding to operate the local air quality program. Grant funds are provided by the Environmental Protection Agency (EPA) and the Kansas Department of Health and Environment (KDHE). All grant funds are provided to the City through a contract with KDHE. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, implementation of initiatives to reduce ozone, and educational activities. Under the terms of the KDHE contract, the City of Wichita provides regulatory services throughout Wichita and Sedgwick County. The one-year contract period began on October 1, 2015.

Analysis: The contract and funding allow the City to provide comprehensive air quality services that protect public health and safety and the environment by meeting local and state air quality objectives. City of Wichita staff maintain good working relationships with the EPA and KDHE and remain the local point of contact for air quality issues including regulations and enforcement, air monitoring, industrial pollution control, permitted burns and smoke management, ozone mitigation and technical support on public safety and health issues related to air quality.

Financial Considerations: The total grant budget associated with this contract is \$306,738 (including local match) for state fiscal year (SFY) 2016. This contract includes two sources of grant funding:

Source	Amount SFY 2016	City Match
1. EPA Section 105 grant	\$115,459	\$76,973 (40% of the total \$192,432)
2. KDHE grant	\$114,306	n/a

In addition to the EPA Section 105 and KDHE grant presented here and under a separate agreement, an EPA Section 103 grant with a funding period from April 1 to March 31 in the amount of \$36,380 was approved by the City Council earlier this year.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the KDHE contract and authorize the necessary signatures.

Attachment: KDHE contract.

CONTRACT

between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

and

**CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH**

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FY2016 (**Appendix A**), and defines the funding arrangements for such services which are to be provided. The contract period is from October 1, 2015 to September 30, 2016.

Source of Project Funds

Federal 105 Grant up to:	\$115,459.00
WDEH 40% Match up to:	\$76,973.00
State of Kansas Air Quality Fee Fund up to:	\$114,306.00
Project Total not to exceed:	<hr/> \$306,738.00
Total KDHE Reimbursement not to exceed:	\$229,765.00

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FY2016 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To not use the KDHE - BOA funds to supplant other WDEH funds and to provide matching funds from non-federal sources towards the successful completion of Section 105 purposes in an amount equal to 40% of the total project costs expended for Section 105 purposes.
3. To provide documentation of satisfactory progress toward meeting the objectives in accordance with the FY2016 Work Plan. WDEH shall submit to the KDHE quarterly progress reports as specified in the FY2016 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 105 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.

4. To obtain written approval in advance for the purchase of any item of equipment costing \$5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDEH upon termination of this contract, except for monitoring equipment. The purchase shall not be segmented or otherwise structured to avoid the \$5,000.00 limit.
5. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.
6. If practical, to provide advanced notice to the KDHE of permit inspections and enforcement actions taken by WDEH that are based solely upon WDEH air quality regulations, and to coordinate such actions with the KDHE to make sure a regulated source is not unduly burdened by multiple permit inspections or enforcement actions for a single cause or set of causes.
7. To include in all statements, press releases, websites, program activities, bid solicitations, and other documents, under the provisions of Section 83 of 2005 House Bill 2482 the phrase "paid for (in part) by the Kansas Department of Health and Environment."
8. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.
9. To comply with the provisions of the Kansas Open Records Act (KORA) in performing work plan activities contained in this contract per K.S.A 42-216(a).
10. WDEH agrees to attend the ETA (Eastern Technical Associates) Visible Emissions Lecture and Field training for Smoke School per agreement between KDHE and contractor.
11. The following requirements apply to the federal, required matching and cost-share funds that are part of the contract. The federal laws and requirements applicable to the State of Kansas pursuant to the underlying grant from EPA to the State of Kansas are, by virtue of application for and receipt of grant funds, applicable to any sub-grantee and are enforceable against such sub-grantee. Failure to comply may result in the initiation of administrative, civil, or criminal action against the sub-grantee including but not limited to suspension or termination of the sub grant and loss of grant funds or a requirement to reimburse those funds. All sub-grantees are responsible for knowledge of these requirements as set forth in the underlying grant from EPA to the State included as Appendix B of this contract.

Section III – KDHE Agrees:

1. To make payments, not to exceed \$114,306.00 from the Air Quality Fee Fund and not to exceed \$115,459.00 from the Federal 105 funds to WDEH for conducting the KDHE Air Quality Program as authorized in the FY2016 Work Plan (See Appendix A).

2. To the extent possible, the KDHE - BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect WDEH' Air Quality Program.
3. To provide regular updates on enforcement actions pertaining to sources in the City of Wichita and Sedgwick County, including but not limited to written acknowledgements that WDEH enforcement action recommendations have been received by the KDHE.
4. To provide regular updates on past and future air program planning issues.
5. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.
6. To provide WDEH with prior approval from the KDHE - BOA, an opportunity to shift workload and funds to other eligible air program activities if the targeted activities laid out in the FY2016 Work Plan cannot be completed because they are demand driven or the KDHE is unable to refer work to WDEH as specified in this agreement.

Section IV – Other Terms and Conditions - It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the "Kansas Prompt Payment Act" (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.
2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.
3. All indirect costs incurred implementing the WDEH component of this contract shall not exceed 19.70% of following: the total expenditures of the Air Quality Fee Fund and Federal 105 monies authorized under this contract for Compliance and Enforcement, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Program Maintenance and Local Priorities, less local match. Indirect costs are to be reported each quarter on the reimbursement affidavit.
4. That the provisions found in Contractual Provisions **Appendix C** (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Department of Public Works & Utilities, Division of Environmental Health – Shawn Maloney, 316-268-8651, 1900. 9th, Wichita, KS 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

Jeff Longwell, Mayor
The City of Wichita, KS
By order of the City Council

Date: _____

Susan Mosier, M.D.
Secretary
Kansas Department of Health and
Environment

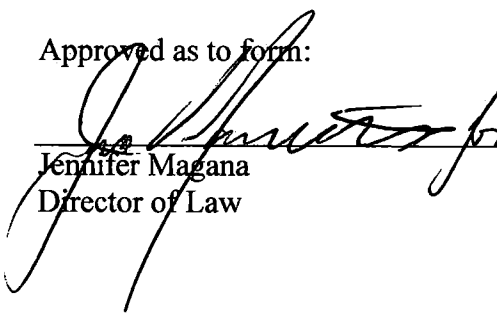
Date: _____

Attest:

Karen Sublett
City Clerk

Date

Approved as to form:



Jennifer Magana
Director of Law

10-6-15
Date

**APPENDIX A
LOCAL AGENCY WORK PLAN**

**For
CITY OF WICHITA, PUBLIC WORKS & UTILITIES DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH
FY2016**

Contract Period October 1, 2015 – September 30, 2016

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works & Utilities Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Laura Quick or Shawn Maloney	316-268-8351
Compliance and Enforcement				
Administrative Issues; QA/QC	Rick Brunetti	785-296-1551	Randy Owen	316-268-8353
Compliance and Enforcement	Rick Brunetti	785-296-1551	Randy Owen	316-268-8353
Planning Activities				
Air Planning Activities	Tom Gross	785-296-1692	Shawn Maloney or Laura Quick	316-268-8351
Emission Reduction Strategies / Public Education	Kathleen Waters	785-296-1575	Laura Quick	316-268-8351
Monitoring	Doug Watson	785-296-0910	Randy Owen	316-268-8353
Administrative Issues	Tom Gross	785-296-1692	Laura Quick	316-268-8330
Network design/configuration	Doug Watson	785-296-0910	Randy Owen	316-268-8353
General Operation and Maintenance	Gary Ficklin	785-296-1554	Randy Owen	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	Randy Owen	316-268-8353
Data Issues	Doug Watson	785-296-0910	Randy Owen	316-268-8353

II. Compliance and Enforcement

A. WDEH and BOA agree as follows:

1. The WDEH will conduct inspections and investigations and make weekly submittal of all supporting documents in accordance with procedures outlined in the following documents:
 - BOA, Air Quality Compliance and Enforcement Training Manual
 - Kansas Air Quality Regulations and Statutes
 - Applicable CFR
2. The WDEH will provide initial enforcement investigation and the retrieval of support information and documentation, and will participate in monthly BOA/WDEH enforcement coordination calls.
3. The WDEH inspection results will be documented on accepted and agreed upon inspection forms. A copy of the letter to the source discussing inspection results will be sent to BOA within fifteen business days of completion of inspection. Copies of inspection reports and letters will be mailed to BOA each Friday. Inspections/FCEs will

be scheduled by WDEH with a goal of 25% of the inspections/FCEs completed per FY quarter. WDEH shall submit a list of sources recommended to be inspected to BOA by September 1st of each year.

4. WDEH agrees to maintain a minimum of 2 qualified visible emission observers at all times.
5. If noncompliance with regulations are observed and documented during an inspection, BOA will be notified in accordance with BOA enforcement policy. Notices of Noncompliance issued by WDEH will be tracked by both WDEH and BOA, with required follow up in accordance with BOA Enforcement Policy. BOA will review and determine if noncompliance documented is subject to EPAs High Priority Violator (HPV) policy. Departmental Orders and Consent Agreements will be determined and issued by BOA in accordance with BOA Enforcement Policy.
6. Evaluation inspections will be completed within 90 days of notification of start up for Class I, NSPS, and MACT sources, and within 180 days of notification of start up on Class II and non-NSPS sources. Evaluation inspections will be documented on accepted and agreed upon forms, and a letter will be sent to the source within seven days of the completed inspection, and a copy will also be sent to BOA. Upon review of submitted inspection reports, BOA will notify the WDEH of deficiencies or corrections for the reports. WDEH shall address deficiencies or corrections within one week of notification by BOA compliance staff.
7. WDEH is responsible for responding to complaints received from individuals, BOA, or other governmental agencies within 2 business days (depending on the urgency) of receipt of complaint during normal business hours. WDEH will contact the complainant by telephone or other appropriate methods. When necessary, on-site investigations will be conducted within two working days of receipt of complaint. Investigative reports will be submitted to BOA within seven days of completion of the investigation. Open Burning activities shall be pursuant to Kansas Open Burning Prohibition and Exception regulations.
8. WDEH will provide quarterly updates on the Compliance and Enforcement activities performed.
9. WDEH agrees to attend/participate in the monthly enforcement coordination calls.
10. WDEH agrees to attend/participate in the semi-annual meetings, of which one will be conducted in Topeka and one will be located outside of Topeka, with the possibility of overnight stays.
11. At the end of the 4th Quarter, final contract payment will be reduced by \$1,500.00 for every inspection not completed. If the number of complaints is not received, no penalties will be imposed.

B. Inspection list

<u>Class I sources:</u>		<u>Frequency</u>
1730012	Westar Energy, Inc.	1
1730014	Westar Energy, Inc.	1
1730019	Cessna Aircraft Company-Mid-Continent	1
1730022	BeechCraft Corporation	1
1730023	Air Products Manufacturing Corp	1
1730029	Cargill, Inc.	1
1730045	Phillips 66 Carrier LLC	1
1730052	Learjet, Inc.	1
1730055	Boeing Defense, Space & Security	1
1730059	CNH America, LLC	1
1730068	The Coleman Company, Inc.	1
1730070	OxyChem – Wichita Plant	1
1730075	Cessna Aircraft Company – Pawnee Facility	1
1730152	3P Processing, Inc.	1
1730153	Worthington Cylinders Kansas, LLC	1
1730155	Chance Rides Mfg, Inc.	1
1730165	Globe Engineering Company, Inc.	1
1730173	Custom Cupboards	1
1730225	City of Wichita-Dept. of Natural Resources	1
1730309	Spirit Aerosystems, Inc.	1
7770745	Cornejo & Sons, LLC	1
7770760	Asplundh Tree Expert Co	1
7770771	Bob Bergkamp Construction Co., Inc.	1
7770809	Bob Bergkamp Construction Co., Inc.	1
7770843	Mies Construction Inc.	1
7770845	Unruh Excavating LLC	1
7770846	Pearson Excavating Inc.	1
		27

<u>Class II sources:</u>		<u>Frequency</u>
1730001	Cereal Food Processors	1
1730005	McConnell Air Force Base	1
1730008	Ferroloy, Inc.	1
1730034	CCGP, Inc.	1
1730036	APAC-Kansas, Inc., Shears Division	1
1730044	LaFarge North America, Inc.	1
1730053	Abengoa Bioenergy Corp.	1
1730062	DeBruce Grain, Inc.	1
1730069	Bartlett Grain Company, LP	1
1730089	Universal Lubricants, Inc.	1
1730097	Rich Mix Products, Inc. dba Quikrete	1
1730105	St. Francis Regional Medical Center	1
1730106	St. Joseph Medical Center	1
1730107	Wesley Medical Center	1
1730108	Wichita State University	1
1730109	Wilko Paint, Inc.	1
1730110	Robert J. Dole Veterans Administration Medical Center	1
1730130	ConocoPhillips – Wichita South	1
1730132	Valassis Manufacturing Company	1
1730135	Sedgwick County Public Works	1
1730139	SFB Plastics, Inc.	1
1730141	Magellan Pipeline, L.P.	1

1730146	ONEOK Field Services Company, LLC	1
1730147	Fiber Glass Systems, L.P.	1
1730154	Metal Finishing Company, Inc.	1
1730156	ONEOK Field Services Company, LLC	1
1730161	Clean Harbors Kansas, Inc.	1
1730164	Apex Engineering (W. 2 nd)	1
1730171	Universal Products, Inc.	1
1730184	Barton Solvents, Inc.	1
1730197	Hawker BeechCraft Services	1
1730199	Tamco, Inc.	1
1730232	Precision Pattern, Inc.	1
1730247	HOC Industries, Inc.	1
1730252	Sonaca NMF America, Inc.	1
1730270	Mulvane Municipal Power Plant	1
1730283	Marble Products	1
1730284	Kice Industries – North Facility	1
1730326	Capps Manufacturing, Inc.	1
1730345	Buzzi Unicem USA	1
1730346	Kansas Ready Mix	1
		41

B Sources:

Frequency

1730010	Midland Refining Company	1
1730020	El Paso Merchant Energy-Petroleum Co.	1
1730057	Clearwater Coop	1
1730065	Beachner Grain, Inc.	1
1730066	McCurry Bros. Elevator	1
1730073	Western Grain, Inc.	1
1730083	Delange Seed	1
1730127	International Food Service	1
1730151	Elite Cleaners	1
1730210	Cochran Mortuary	1
1730211	Moore Labels, Inc.	1
1730216	Quiring Old Mission Mortuary	1
1730219	Chance Coach, Inc.	1
1760233	EPCO Carbon Dioxide Products, Inc.	1
1730279	Smith Family Mortuary	1
1730319	Hiland Dairy Foods	1
1730323	Kansas Biofuels	1
		17

Total Inspections = 85

C. Quarterly Report Requirements

1st Quarter (10/01 – 12/31/15)	2nd Quarter (1/01 – 3/31/16)	3rd Quarter (4/01 – 6/30/16)	4th Quarter (7/01 – 9/30/16)

III. Complaint Inspections

A. WDEH & BOA agree as follows:

1. WDEH will respond to complaints they receive regarding demolition activities in the county and may charge costs to Program Maintenance.
2. WDEH will contact complainant by telephone within 2 business days (depending on urgency) of complaint to obtain additional information. If the complaint is not resolved by telephone, on-site investigations will be conducted as soon as practical and within two business days of responding by telephone of the complaint.
3. WDEH will document inspection results on appropriate inspection forms provided by BOA and delivered or mailed to BOA within seven days of the completion of the inspection.

B. Quarterly Reporting Requirements

1st Quarter (10/01 – 12/31/15)	2nd Quarter (1/01 – 3/31/16)	3rd Quarter (4/01 – 6/30/16)	4th Quarter (7/01 – 9/30/16)

IV. Planning Activities

A. WDEH & BOA agrees as follows:

- WDEH will facilitate regular meetings of the Air Quality Improvement Task Force and through this regional advisory group create and implement Ozone Advance Path Forward action steps that reduce ozone precursors.
- WDEH will attend and participate in committees and other group meetings to develop, discuss, review and revise priorities, plans and strategies (both regulatory and voluntary) for improving air quality. Groups may include, but are not limited to, Wichita Area Metropolitan Planning Organization and Wichita Initiative to Renew the Environment.

B. Quarterly Reporting Requirements

1st Quarter (10/01 – 12/31/15)	2nd Quarter (1/01 – 3/31/16)	3rd Quarter (4/01 – 6/30/16)	4th Quarter (7/01 – 9/30/16)

V. Emission Reduction Strategies

A. WDEH & BOA agrees as follows:

- Develop a non-point solvent use reduction program
 - Work with KDHE to identify major sources as partners
 - Work with partners to identify small sources for outreach
 - Organize meeting with KDHE and major sources to discuss program implementation
 - Provide support for SBEAP's air quality activities in Wichita as requested
- Promotion of good commuter habits to public and private entity drivers, activities may include:
 - Continue to implement the idling reduction policy for the City of Wichita vehicle fleet
 - Expand the idling reduction awareness and education to schools, businesses, etc
 - Provide routine newsletter and e-mail updates containing pertinent information on good commuter behavior to employees during ozone season
 - Participate in emission /gas cap testing for general public efforts
- Continue implementation of a local distribution strategy for air quality related educational information and materials

- Create and implement an Ozone Alert Education Program and Marketing Plan
- Continue a series of air quality related materials that will be aired on City Cable Channel 7 and radio shows
- Maintenance of AQ information on the City website
- Provide presentations on air quality issues at appropriate venues
- Communication of forecasted AQI during ozone season
 - Provide regular preseason ozone information via mailing lists and newsletters etc. as appropriate
 - Provide regular updates about AQI forecasts via mailing list and other venues as appropriate
- Promotion and support for the adoption of guidelines and policies that reduce ozone precursors
 - Model landscaping service guidelines
 - Model contracts for public projects
 - Wichita Bicycle Master Plan
 - Native plant landscaping guidelines

B. Quarterly Reporting Requirements

1st Quarter (10/01– 12/31/15)	2nd Quarter (1/01 – 3/31/16)	3rd Quarter (4/01 – 6/30/16)	4th Quarter (7/01 – 9/30/16)

VI. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
 - 40 CFR Part 58,
 - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
 - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
 - Instrument Operator’s Manuals.
2. Additions, deletions, and changes in activities will be negotiated and set out in addenda to this Work Plan.
3. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations. This field support can only be provided with the concurrence of the Wichita City Manager. BOA agrees that the request for assistance will include an explanation of the duties that BOA would like WDEH to assist with and an approximation of the length of time the assistance would be required. If WDEH is unable to meet other contractual obligations due to providing this field monitoring support, BOA agrees to renegotiate those provisions.

B. General

1. Operation: WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to

equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.

3. Quarterly Reporting Requirement

C. Particulate Matter/PM₁₀

1. WDEH will retrieve/change PM₁₀ filter elements on schedule. Submit PM₁₀ filters to BOA within 10 working days of the end of the month.
2. WDEH will biannually inspect PM₁₀ motors and change brushes (change motors as needed). Perform PM₁₀ calibrations and maintenance.
3. WDEH will perform annual orifice calibrations and support equipment calibrations. Perform NPAP audit as necessary.
4. Quarterly Reporting Requirement

D. Continuous PM₁₀

1. WDEH will perform monthly flow checks and perform diagnostic checks. Simultaneously replace filter element and clean inlet as necessary.
2. WDEH will perform leak check prior to hardware and software calibrations. Perform hardware and analog output calibration at least once every twelve months. Perform software calibration every six months. For samplers in small “doghouse” shelters, check air conditioning unit every six months.
3. Quarterly Reporting Requirements

E. Gaseous Monitors

1. WDEH will report any malfunctions of these monitors to BOA field staff as soon as possible.

F. Quarterly Reporting Requirements

1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.

Monitoring	Number
PM2.5	5
NO _x	2
O ₃ , SO ₂	4
cPM ₁₀	3
Total	14

1st Quarter (10/01 – 12/31/15)	2nd Quarter (1/01 – 3/31/16)	3rd Quarter (4/01 – 6/30/16)	4th Quarter (7/01 – 9/30/16)

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Amendment of Contract Legal Services
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the contract amendment.

Background: In November of 2014, the City entered into a contract with Triplett, Woolf, & Garretson, LLC for legal advice and evaluation of the construction contract for the parking garage at Eisenhower National Airport. The original contract was for an amount not to exceed \$50,000.

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in matters requiring specialized legal services. The allotted funds for the initial contract had been expended and it is necessary to extend the contract.

Financial Considerations: The contract amendment is for an amount not to exceed \$75,000 resulting in a total compensation of \$125,000. This cost can be absorbed within the approved project budget for the Airport's parking program.

Legal Considerations: The Law Department drafted the proposed amendment to the Agreement for Professional Services and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

Attachments: Amendment to the Agreement for Professional Services

FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

and

TRIPLETT, WOOLF & GARRETSON, LLC
Law Firm

THIS AGREEMENT made and entered into on this ____ day of November, 2015, is an amendment to the Agreement originally executed in November 2014, hereinafter (the “November 2014 Agreement”), by and between the City of Wichita, Kansas (hereinafter the “City”) and Triplett, Woolf and Garretson, LLC (hereinafter the “Attorneys”)

WITNESSETH:

WHEREAS, pursuant to the November 2014 Agreement, Attorneys were retained by the City to provide legal services in connection with the construction of the parking garage at Eisenhower National Airport;

WHEREAS, the initial amount authorized as compensation for the Attorneys in the November 2014 Agreement was for a sum not to exceed \$50,000;

WHEREAS, it has become necessary to amend the November 2014 Agreement to permit additional expenditures of up to \$150,000.

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. The second sentence of paragraph 4 of the November 2014 Agreement is hereby modified and amended to read as follows:

In no event, however, shall the total compensation and reimbursement of expenses hereunder exceed the sum of \$150,000 in aggregate, unless specifically authorized by the city Council of the City of Wichita, Kansas.

2. In all other respects, the terms and provisions of the November 2014 Agreement between the parties hereto shall remain in force and effect as the same were originally approved by the parties in the November 2014 Agreement.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Jennifer Magana
City Attorney and Director of Law

TRIPLETT, WOOLF & GARRETSON, LLC

By _____
Jeff Leonard for the Firm

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Child Advocacy Center (CAC) Capital Contribution

INITIATED BY: Police Department

AGENDA: Consent

Recommendation: Approve a one-time capital funding contribution of \$250,000 for the Child Advocacy Center of Sedgwick County.

Background: The Wichita Police Department (WPD) has been a principal partner in the Exploited and Missing Child Unit (EMCU) for 30 years. EMCU is a multi-agency, multi-discipline unit, comprised of the WPD, Sedgwick County Sheriff's Office, and the Kansas Department for Children and Families. The unit is responsible for the investigation of child abuse and child exploitation in Sedgwick County. In 2008, the Child Advocacy Center (CAC), an integral part of the victim support network, was established to provide assistance to families as the result of child victimization. EMCU works closely with the CAC to ensure child victims and their families are provided the necessary support services.

Analysis: The CAC and EMCU are currently housed in the basement of the Finney State Office Building. This location is not a viable location. The CAC established a goal to create a "one-stop" facility inclusive of law enforcement, to better serve victims and their families. To complete this goal, the building previously known as Lincoln Elementary School was purchased by the CAC in October of 2013 and is being renovated to serve as the new CAC home. The CAC initiated a \$7 million dollar capital campaign to help with costs of renovating the facility. The new facility will house offices for EMCU, including WPD staff of a Lieutenant, a Sergeant, 13 Detectives, and two Officers. To fund the completion of the necessary renovations for the EMCU offices, the CAC has requested a \$250,000 capital contribution from the City of Wichita. The City funding will complete the CAC's capital campaign.

Financial Considerations: The proposed capital commitment for the CAC is a one-time contribution. Staff recommends funding this contribution from the General Fund through non-recurring proceeds recorded in the General Fund earlier in 2015 from surplus property located at 2130 and 2200 E. 21st Street.

Legal Considerations: None.

Recommendations/Actions: It is recommended the City Council approve the expenditure of \$250,000 from the General Fund for a capital contribution to the CAC, and to authorize any necessary budget adjustments.

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: Over - Estimate Bid for Sanitary Sewer Improvements to Serve Whispering Lakes Estates Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and revised estimate, approve acceptance of the lowest bid, and adopt the amending resolution.

Background: On August 11, 2015, the City Council approved a petition for sanitary sewer improvements to serve Whispering Lakes Estates Addition. The project was bid for construction on October 9, 2015, with all bids exceeding the Engineer's Estimate. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

Analysis: The project will provide sanitary sewer improvements required for a new residential development located south of Harry, west of 159th Street East.

The lowest bid received for the project exceeded the Engineer's Estimate by less than \$40,000. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is \$113,000 and the revised petition total is \$162,000. The funding source is special assessments.

Legal Considerations: The Law Department has reviewed and approved the revised petition and amending resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, amending resolution, and bid summary.

Project Request

☐ CIP ☒ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT

☐ ORDERED BY WCC

☒ PETITION

PETITION PERCENTAGE: 100%

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 15-235

FUND: 480 Sewer Improvements N.I.

SUBFUND: 480 Sanitary Sewers N.I.

ENGINEERING REFERENCE #: 468-85049

COUNCIL DISTRICT: 02 Council District 2

DATE COUNCIL APPROVED: 11-10-15

REQUEST DATE: _____

PROJECT #: 480092

PROJECT TITLE: LAT 444, FMC Whispering Lakes Estates Ph 4

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: LAT 444, FMC Whispering Lakes Estates Ph 4

OCA #: 744400

OCA TITLE: LAT 444, FMC Whispering Lakes Estates Ph 4

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

☐ NEW BUDGET

☒ REVISED BUDGET

Revenue Object Level 3

	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$113,000.00	\$49,000.00	\$162,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$113,000.00	\$49,000.00	\$162,000.00

Expense Object Level 3

2999 Contractuals	\$113,000.00	\$49,000.00	\$162,000.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
Total Expense:	\$113,000.00	\$49,000.00	\$162,000.00

NOTES:

Res 15-235 was
originally approved
on 8-11-15

SIGNATURES REQUIRED

DIVISION HEAD: _____

DEPARTMENT HEAD: _____

BUDGET OFFICER: _____

CITY MANAGER: _____

Print Form

DATE: 10/27/15

DATE: 10/27/15

DATE: 10/28/15

DATE: _____

468-85049
Lateral 444, FMCS

RECEIVED

OCT 12 '15

PETITION
Sanitary Sewer – Whispering Lakes Estates Phase 4

CITY CLERK OFFICE

TO: The Mayor and City Council (the “Governing Body”)
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: One Hundred Sixty Two Thousand Dollars (\$162,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

Whispering Lakes Estates Phase 4

Lot 1, Block 3

Lots 2 - 15, Block 4

Lots 1 – 11, Block 5

(d) The proposed method of assessment is: equally per lot (26 lots).

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

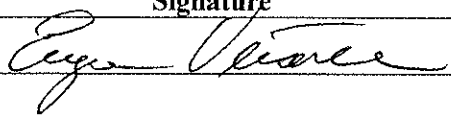
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
	10/9/2015	Lot 1, Block 3, Lots 2-15, Block 4, Lots 1-11, Block 5


THIS PETITION was filed in my office on October 12th 2015.




Deputy City Clerk

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

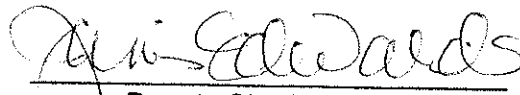

Kenneth W. Lee Name

924 N. Main, Wichita, KS 67203
Address

(316) 264-8008
Telephone number

Sworn to and subscribed before me this 12th day of October, 2015.




Deputy City Clerk

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 444, FOUR MILE CREEK SEWER - WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159TH STREET EAST) (468-85049).

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by Resolution No. 15-235 of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and to repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, (Lateral 444, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Sixty-Two Thousand Dollars (\$162,000)**, exclusive of interest on financing and administrative and financing costs; said estimated

amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

WHISPERING LAKES ESTATES PHASE 4

Lot 1, Block 3
Lots 2 through 15, Block 4
Lots 1 through 11, Block 5

(d) The method of assessment is: **equally per lot (26 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. M. Ford
for Jennifer Magaña, City Attorney and Director of Law

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - October 9, 2015

RQ541146

FB540186		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 444 Four Mile Creek		\$123,482.00	\$224,428.00	\$158,038.00	\$123,482.00
Whispering Lakes Estates Addition	BID BOND				
468-85049	ADDENDA	1			
(744400)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 444 Four Mile Creek		\$123,482.00	\$167,400.00	\$128,248.50	
Whispering Lakes Estates Addition	BID BOND				
468-85049	ADDENDA	1			
(744400)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 444 Four Mile Creek		\$123,482.00			
Whispering Lakes Estates Addition	BID BOND				
468-85049	ADDENDA	1			
(744400)					
		Engineer's Construction Estimate			
Lateral 444 Four Mile Creek		\$123,482.00			
Whispering Lakes Estates Addition	BID BOND				
468-85049	ADDENDA	1			
(744400)					
Award 11-10-15 subject to City Council approval of new Engineer's Estimate of \$123,482.00 and Budget Authorization.					

CHECKED BY: _____

REVIEWED BY: _____

(Published in the *Wichita Eagle*, on November 13, 2015)

RESOLUTION NO. 15-359

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 444, FOUR MILE CREEK SEWER – WHISPERING LAKES ESTATES PHASE 4/SOUTH OF HARRY, WEST OF 159TH STREET EAST) (468-85049).

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 15-235 of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the scope of the improvements authorized by the Prior Resolution has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and to repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the “Act”); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by a **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, (Lateral 444, Four Mile Creek Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the “Improvements”).

(b) The estimated or probable cost of the Improvements is **One Hundred Sixty-Two Thousand Dollars (\$162,000)**, exclusive of interest on financing and administrative and financing costs; said estimated

amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is:

WHISPERING LAKES ESTATES PHASE 4

Lot 1, Block 3

Lots 2 through 15, Block 4

Lots 1 through 11, Block 5

(d) The method of assessment is: **equally per lot (26 lots).**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 10, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: 2015 and 2016 Arterial Street Water Main Replacement and Relocation
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the project, adopt the resolution, and approve the budget.

Background: The Adopted 2015-2024 Capital Improvement Program (CIP) includes annual funding for projects involving replacing or relocating waterlines located within arterial street right-of-way, due to conflicts with proposed improvements, or replacement due to age, material, ground cover issues, or leak history.

Analysis: The funding for the 2015-2016 Arterial Street Main Replacement and Relocation project will allow for main replacement or relocation necessary to construct arterial street projects, which will provide more reliable service to customers.

Proposed locations for the project include:

- 37th Street North, Oliver to Woodlawn
- Pawnee, Hydraulic to Grove
- 21st Street North and Oliver
- Kellogg and Greenwich

Any remaining funding will be allocated towards other arterial street water main projects.

Financial Considerations: The Adopted 2015-2024 CIP includes \$3,700,000 in 2015 and \$1,300,000 in 2016 for Arterial Street Main Replacement and Relocation. Staff recommends initiating the \$5,000,000 in funding from both years at this time. The projects will be funded from future revenue bonds or water utility cash reserves. If revenue bonds are issued, an additional 8% will be added for financing and administrative costs.

Legal Considerations: The resolution and notice of intent have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution, and authorize the necessary signatures.

Attachments: Resolution, notice of intent and budget sheet.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2015

CIP #: W-059

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities

DIVISION: Distribution

RESOLUTION/ORDINANCE #:

FUND: 544 Water Construction

ENGINEERING REFERENCE #:

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: Nov 10, 2015

REQUEST DATE: Nov 10, 2015

PROJECT #:

PROJECT TITLE: Arterial Street Main Replacement and Relocation

PROJECT DETAIL #:

PROJECT DETAIL DESCRIPTION: Arterial Street Main Replacement and Relocation

OCA #:

OCA TITLE:

PERSON COMPLETING FORM: Nicole Alvarado

PHONE #: 268-4572

PROJECT MANAGER: Shawn Mellies

PHONE #: 268-4632

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9725 Revenue Bonds	\$5,000,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$5,000,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$5,000,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$5,000,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RESOLUTION NO. __-__

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the "Governing Body"), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the "Utility"); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the "Act"), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2015 and 2016 Arterial Street Main Replacement and Relocation

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$5,000,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$5,400,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this

Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

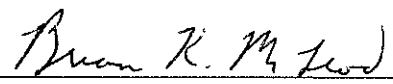
(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magana, Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. __-____, duly adopted _____, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

2015 and 2016 Arterial Street Main Replacement and Relocation

(the "Project") at an estimated cost, including related design and engineering expenses of \$5,000,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$5,400,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _____.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 15-357

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City Council of the City (the “Governing Body”), has heretofore by Ordinance No. 39-888, passed May 26, 1987 and published in the official newspaper of the City on May 29, 1987, as required by law, authorized the combining of the City-owned and operated municipal water utility and municipal sewer utility thereby creating the City of Wichita, Kansas Water and Sewer Utility (the “Utility”); and

WHEREAS, the City is authorized under the Constitution and laws of the State of Kansas, including K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (collectively, the “Act”), to issue revenue bonds to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility;

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

2015 and 2016 Arterial Street Main Replacement and Relocation

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$5,000,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$5,400,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid

from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on November 10, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

(Published in *The Wichita Eagle*, on November 13, 2015)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 15-357, duly adopted November 10, 2015, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

2015 and 2016 Arterial Street Main Replacement and Relocation

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$5,000,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$5,400,000** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

This Notice shall be published one time in the official newspaper of the City; and if, within fifteen (15) days from and after the publication date hereof, there shall be filed in the Office of the City Clerk a written protest against the Project and the issuance of the Bonds, which protest is signed by not less than twenty percent (20%) of the qualified electors of the City, then the question of the Project and the issuance of the Bonds shall be submitted to the electors of the City at a special election which shall be called for that purpose as provided by law. If no sufficient protest to the Project and the issuance of the Bonds is filed within said period, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on November 10, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
November 10, 2015

TO: Mayor and City Council

SUBJECT: 2016 Traffic Signalization Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the project and construction locations, adopt the resolution, and approve the budget.

Background: The Adopted 2015-2024 Capital Improvement Program (CIP) includes an ongoing project to signalize major intersections, and improve the traffic signals at existing signalized intersections.

Analysis: The Department of Public Works & Utilities receives requests for traffic signals at unsignalized locations throughout the year. Traffic signal warrant analysis is completed for each location utilizing MetroCount counters and MioVision cameras to determine if warrants are met, and if so, designs are initiated.

Recent requests for improvements not already included within an initiated arterial project are listed below:

- I-235 and West Street
- Central Avenue and Nims Street
- Harry Street and 143rd Street
- Pawnee Avenue and 127th Street

Improvements to existing signalized intersections are also considered, which would include: left turn phasing at intersections; audible pedestrian signals; and detection for pedestrians and vehicles. Maintenance contracts with Telvent for the traffic signal network software and Electronic Technologies, Inc., for preventive maintenance for the radio network will also be funded by this project.

Financial Considerations: The Adopted 2015-2024 CIP includes \$525,000 in general obligation bond funding for traffic signalization in 2016.

Legal Considerations: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the project and locations for construction, adopt the resolution, approve the budget, and authorize the necessary signatures.

Attachments: Resolution and budget sheet.

Project Request

☒ CIP ☐ Non-CIP

CIP YEAR: 2016

CIP #:

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #:

FUND: 400 Street Improvements

SUBFUND: 405 Arterial Paving

ENGINEERING REFERENCE #: 472-85250

COUNCIL DISTRICT: 07 All Districts

DATE COUNCIL APPROVED: Nov 10, 2015

REQUEST DATE:

PROJECT #: 211549

PROJECT TITLE: 2016 Traffic Signalization Program

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: 2016 Traffic Signalization Program

OCA #: 707092

OCA TITLE: 2016 Traffic Signalization Program

PERSON COMPLETING FORM: Jennifer Peterson

PHONE #: 268-4548

PROJECT MANAGER: Paul Gunzelman

PHONE #: 268-4393

☒ NEW BUDGET ☐ REVISED BUDGET

REVENUE

Object Level 3	Budget
9720 G.O. Bonds	\$525,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

REVENUE TOTAL: \$525,000.00

EXPENSE

Object Level 3	Budget
2999 Contractuals	\$525,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

EXPENSE TOTAL: \$525,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD:

DEPARTMENT HEAD:

BUDGET OFFICER:

CITY MANAGER:

Print Form

DATE:

DATE:

DATE:

DATE:

RESOLUTION NO. ____ - ____

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the "City") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Construction of traffic signals at I-235 and West Street, Central and Nims, Harry Street and 143rd Street and Pawnee and 127th Street; design of improvements to signalized intersections; completion of traffic studies; and maintenance of the traffic signal radio network (472-85250)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$525,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian R. Magaña
for Jennifer Magaña, City Attorney and Director of Law

RESOLUTION NO. 15-358

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Construction of traffic signals at I-235 and West Street, Central and Nims, Harry Street and 143rd Street and Pawnee and 127th Street; design of improvements to signalized intersections; completion of traffic studies; and maintenance of the traffic signal radio network (472-85250)

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **\$525,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.

ADOPTED by the City Council of the City of Wichita, Kansas, on November 10, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Second Reading Ordinances for November 10, 2015 (first read on October 27, 2015)

A. *A15-05 - Request by USD 261 to Annex Lands Generally Located One-Half Mile South of MacArthur Road and on the West Side of Hoover Road. (District IV)

ORDINANCE NO. 50-103

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A15-05)

B. Public Hearing and Issuance of Industrial Revenue Bonds, Residences at Linwood, LLC. (District III)

ORDINANCE NO. 50-098

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS INDUSTRIAL REVENUE BONDS, SERIES III, 2015 (THE RESIDENCES AT LINWOOD LLC) (TAXABLE UNDER FEDERAL LAW), IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,000,000 FOR THE PURPOSE OF ACQUIRING, IMPROVING, RENOVATING AND EQUIPPING CERTAIN MULTIFAMILY HOUSING APARTMENTS; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

City of Wichita
City Council Meeting
November 10, 2015

TO: Wichita Airport Authority

SUBJECT: Agreement relating to the Airport Garage Construction Contract
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Crossland Construction Company, Inc., (Crossland) and the Wichita Airport Authority (WAA) entered into a construction contract on April 2, 2013 for the Parking Structure, Rental Car Facility, and Surface Parking Lot Project at Eisenhower National Airport. On October 21, 2015, the parties participated in voluntary mediation of the pending contractual matters.

Analysis: Following mediation, it is recommended that all of WAA's and Crossland's pending contractual claims be resolved by a reduction of Pay Application #26 by the sum of \$400,000.

Financial Considerations: The reduction of the Pay Application #26 in the amount of \$400,000 will result in a corresponding decrease in the costs specifically related to this project.

Legal Considerations: The Law Department has reviewed and approved the Agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachment: Agreement.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into this ____ day of November, 2015, by and between the Wichita Airport Authority ("Authority") and Crossland Construction Company, Inc. ("Crossland"). These entities are collectively referred to as the "Parties" throughout this Agreement.

I. RECITALS

WHEREAS, on or about April 2, 2013, the Authority entered into a construction contract ("Contract") with Crossland to construct the Parking Structure, Rental Car Facility and Surface Parking Lots at Mid-Continent/Colonel James Jabara Airport ("Project") and to perform such work in accordance with the contract documents, which included, among other things, the drawings and specifications;

WHEREAS, Crossland has asserted various claims for payment, including Pay Applications, change order requests and claims for additional compensation in connection with the Contract and Project (collectively, the "Claim");

WHEREAS, the Authority has identified to Crossland various credits it believes reduce the Claim arising out of the Authority's claims for delay (collectively, the "Credits");

WHEREAS, the Parties mediated the Claim and Credits on October 21, 2015 in Wichita, Kansas and reached an agreement that contemplated execution of this Agreement;

NOW, THEREFORE, it is agreed as follows:

II. PAYMENT AND RELEASE

1. **Payment.** The Authority agrees to pay Crossland the amount of Four Million One Hundred Eighty Two Thousand One Hundred Ninety Seven & 0/100 Dollars (**\$4,182,197.00**) ("Payment") in two installments, which together constitute final payment under the Contract. The first payment, in the amount of Four Million One Hundred Thirty Three Thousand Six Hundred Forty Eight & 0/100 Dollars (**\$4,133,648**), will be made within seven (7) days after approval of this Agreement by the Wichita City Council sitting as the Authority at its regularly scheduled meeting on November 10, 2015. The second payment, in the amount of Forty Eight Thousand Five Hundred Forty Nine & 0/100 Dollars (**\$48,549**), will be made contingent on Crossland's performance of the incomplete work described in the Incomplete Work List, attached as Exhibit A, and the provision of the final closeout documents identified in the Closeout Document List, attached as Exhibit B, all in accordance with paragraph 4.21.3 of the Contract ("Final Retainage"). The Authority further agrees to pay the Final Retainage within seven days after Final Acceptance in accordance with paragraph 4.21.2 of the Contract.

Such Payments shall be delivered by regular United States mail to Crossland Construction Company, Attention Bennie Crossland, 833 S. East Avenue, P.O. Box 45, Columbus, KS 66725.

2. **Mutual Releases.**

A. Release by Crossland: In consideration of the Payment, Crossland does hereby fully, finally and forever release and discharge the Authority and its affiliates, predecessors, and successors and all of their respective board members, directors, officers, agents, employees, insurers, and attorneys, of and from all pending claims, including all claims for delay, and all claims for additional compensation (including all disputed change order requests.) This release does not alter the parties' contractual obligations, including all warranty obligations.

B. Release by Authority: In consideration of the Payment, the Authority does hereby fully, finally and forever release and discharge Crossland and its affiliates, predecessors, and successors and all of their board members, directors, officers, agents, employees, insurers, and attorneys, of and from all pending claims, including all claims for delay, and all claims for additional compensation (including all disputed change order requests.) This release does not alter the parties' contractual obligations, including all warranty obligations.

3. **Supplemental Indemnity.** In order to allow timely payment of the sum described in Paragraph 1, Crossland agrees to release, indemnify and hold harmless the Authority from all claims, demands, liabilities, actions, causes of action, costs and expenses, including legal fees and costs, which arise in connection with all claims for labor and/or materials concerning the Contract or Project, including by any subcontractor or supplier utilized by Crossland on the Project.

4. **Reading of Agreement.** In entering into this Agreement, the Parties represent that they have relied upon the legal advice of their attorneys and that the terms of this Agreement have been completely read by them and explained by their respective attorneys and that those terms are fully understood and voluntarily accepted.

5. **Modifications.** This Agreement may not be amended, altered, modified or otherwise changed except in writing executed by all Parties hereto and expressly stating that it is an amendment to this Agreement. The undersigned hereby acknowledge and agree that they, and each of them, will make no claim, and hereafter waive any right that they now have or they hereafter may have, based upon any alleged oral alteration, oral amendment, oral modification or other changes based upon any alleged oral warranty, representation or promise except as set forth expressly in this Agreement.

6. **Future Cooperation.** All parties to this Agreement agree to fully cooperate, to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

7. **Binding Effect.** The Parties agree and acknowledge that this Agreement shall bind the Parties and their respective heirs, administrators, executors, assigns, shareholders, officers, directors, attorneys, servants, insurers, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest, and related entities and shall inure to the benefit of the Parties released and their respective heirs,

administrators, executors, assigns, shareholders, officers, directors, members, attorneys, servants, insurers, subsidiaries, divisions, affiliates, employees, agents, representatives, insurance carriers, and predecessors and successors in interest.

8. **Reliance.** The Parties acknowledge and warrant that, except as stated here, no promises or inducements have been made or offered by the Parties and that this Agreement is executed by the Parties without reliance upon any other statements or representations made by the Parties concerning the nature or merits of any claims that they might have had against each other. The Parties assume the risk that the facts or law may be otherwise than the Parties believe.

9. **Authority to Execute.** Each individual executing this Agreement on behalf of a Party represents and warrants that all actions necessary to authorize its execution on behalf of that Party have been duly performed; that such individual has authority to execute this Agreement on behalf of such Party; and that such Party shall be legally bound hereby.

10. **Governing Law.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Kansas.

(remainder of page intentionally blank)

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS LEGALLY COMPETENT TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-
STATED CONSIDERATION.

ATTEST:

WICHITA AIRPORT AUTHORITY

By: Karen Sublett, City Clerk

By: Jeff Longwell, President

APPROVED AS TO FORM:

Jennifer Magana
City Attorney and Director of Law

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT HE OR SHE IS LEGALLY COMPETENT TO EXECUTE THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE, THAT HE OR SHE HAS READ AND FULLY UNDERSTANDS IT, AND THAT HE OR SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF OBTAINING THE ABOVE-
STATED CONSIDERATION.

CROSSLAND CONSTRUCTION COMPANY, INC.

Name: Bennie Crossland
Title: President

STATE OF _____)
_____)ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____th day of November, 2015.

Notary Public

My Commission Expires:

Memo

Carl Walker

Date: September 29, 2015 **UPDATED NOVEMBER 4, 2015**

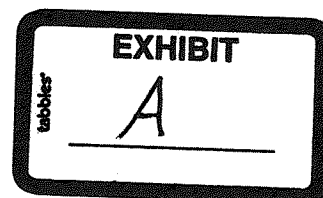
To: Danny Langerot, Crossland Construction
Email: dlangerot@crosslandconstruction.com

From: Jeff Hanson, P.E., **Carl Walker, Inc.**

Project: ICT Parking Project
Wichita, KS

Regarding: **Incomplete Work List**

Cc: Levi Swartz, Crossland Construction
Andrew Schoech, Crossland Construction
John Oswald, WAA
Brad Christopher, WAA
Don Dearmont, WAA
Dakota Zimmerman, Ruggles & Bohm



Danny,

In an effort to closeout this project and ensure the work required by the contract documents is complete, please see the below list of items that the design team and/or owner feels has not been addressed to date. Substantial completion of the project (Milestone #10) was granted, and certificates issued, for the agreed-upon date of August 11, 2015. Please note that the project specifications require remaining work and punch list items to be addressed (unless specifically waived by the Owner) according to Milestone #12 in Section 01 1000-1.6.

The list of remaining items is provided below. Also attached to this memo is the punch list generated from the walkthrough of the irrigation system performed ~~September 23, 2015~~ **October 2, 2015**.

Incomplete Work List

- ~~1. Grading/Landscaping East of the RAC where water is holding and not draining properly.~~
- ~~2. Repair the Left Lane/ U-turn sign just north of the employee lot.~~
- ~~3. Seal the exit plaza pavement where it adjoins the existing loop road pavement.~~
- ~~4. Correct the crack in the employee lot pavement just west of the north drive.~~
- ~~5. Replace the sign base for the Pay on Foot Shelter or move sign to the grass just to the East.~~
- ~~6. North door of the Exit Plaza needs appropriate lock installed.~~

Ideas for parking,
SOLUTIONS FOR PEOPLE®

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Tel: 214.619.0700 Fax: 214.619.0505 | carlwalker.com

7. Clean and pump out the separator.
- ~~8. Hydroseed Lot D again.~~
- ~~9. Stripe the stall numbers in the close in lot where pavement was replaced.~~
- ~~10. Repair the carpet in the RAC.~~
- ~~11. Install East and West closure plates between the vestibule and curtain wall.~~
- ~~12. Fix the annunciators in all elevators.~~
- ~~13. Correct PGS sign supports around the site (PGS2D & PGS9 per email to Levi Swartz on 8/26/15).~~ **Requirement to correct PGS9 footing has been waived by WAA.**
14. Treat cold joints at ramp expansion joints to prevent leaking. **See attachments for additional information.**
 - ~~a. Submittal received by CWI – Need response to questions sent to Andrew Schoech via email on 9/17/15.~~
 - b. Indicate if a response to COPR 062 (sent via email to Andrew Schoech 9/10/15) will be provided.
15. Repair slab cracks in Level 4 garage slabs
- ~~16. CMH 16/17 MH Ring had been knocked off. Ring has been re-centered but needs set in grout and graded. Structures are full of mud and water from being exposed. Needs Cleaned.~~
- ~~17. EHH 735 Needs regraded or raised. Water ponds in and over structure.~~
- ~~18. Clean concrete from bolt holes and bolt EMH MM. Sheet E-010 (SS Bolts)~~
- ~~19. Concrete pad around Monitoring Well at DHL. Sheet LP 19.0~~
- ~~20. Demo existing water meter (Backflow/Valves) at 2100 Block from city service. Sheet LP 15.0~~
- ~~21. Lighting control software operational.~~
22. Overhead sign at Garage Ramp Entrance
23. Photocell repair at RAC (position photocells for correct operation of canopy lights)
- ~~24. Replace dead/damaged shrubs and trees around the site.~~
- ~~25. Provide required Roofing Systems Manufacturer's Inspection~~
26. Provide required Door Hardware Manufacturer's Inspection
27. PCS – Run 30-day acceptance test **(Started 10/19/2015)**
- ~~28. PCS – CV Lane exit AVI readers are not registering reads (Corrective work performed week of 10-05-15, but issues still occurring since 10-10-15)~~

- ~~29. PCS – Card readers going offline on a daily basis. Problem cycles through the entire facility, lot by lot.~~
- ~~30. PCS – Deliver custom logo proximity cards (quantity of 250)~~ **WAA will pursue directly with Amano-McGann**
- ~~31. PCS – Vehicle count system website~~ **WAA will pursue directly with Amano-McGann**
- ~~32. PCS – iParc (or MiParc) implementation and reporting~~ **WAA will pursue directly with Amano-McGann**
- ~~33. PCS – Trustwave set up and spreadsheet of IP addresses and passwords~~ **WAA will pursue directly with Amano-McGann**
- ~~34. Flex bollards in Economy Lot – Fix adhesive failures with bolt down connections~~
- 35. Grind pavement near cashier booth at Exit Plaza.

Feel free to contact me with any questions regarding the items above.

Regards,

Jeff Hanson, P.E.
Carl Walker, Inc.

Jeff Hanson

From: Jeff Hanson
Sent: Monday, July 20, 2015 4:54 PM
To: Levi Swartz (lswartz@crosslandconstruction.com)
Cc: Andrew Schoech (aschoech@crosslandconstruction.com); 'Aaron Keeton' (akeeton@crosslandconstruction.com); dlangert@crosslandconstruction.com; Wichita Air Troy Hackney (thackney@pwiwichita.com); Fabio Serrato; Ed Koser (ekoser@sjcf.com); Randy Arnold (rarnold@rbkansas.com); 'Dakota Zimmerman' (dzimmerman@rbkansas.com); Oswald, John (joswald@wichita.gov); Christopher, Brad (BChristopher@wichita.gov); ddearmont@wichita.gov
Subject: ICT Parking - Ramp EJ Leaks
Attachments: ICT - Leaking Slab at EJs.pdf

Levi,

As we discussed last week with Troy from PWI, there is a need to eliminate the leaking at the ramp expansion joints. There are two significant parts to the problem:

- 1) Joint sealant failures at topping slab construction joints are allowing excessive water into the underslab drainage system. It is understood that the failed sealants are being replaced.
- 2) The waterproofing membrane was not properly terminated at expansion joint locations. It was stated that the topping slab was "poured down" at the open edges in lieu of first pouring a curb. The curb would have been necessary to allow the waterproofing system to protect the construction joint.

For Item 2, we will need you to propose a method of sealing the construction joints to eliminate the ability of the slabs to leak. On Friday, we discussed epoxy injection or similar methods that could potentially work for this scenario. A similar solution will be required at the joints above the east and west storage rooms, but access may be restrictive. A repair from the top side may be required at those locations. Please submit information for these repairs as soon as possible so we may review for approval. Let me know of any questions.

Thanks,

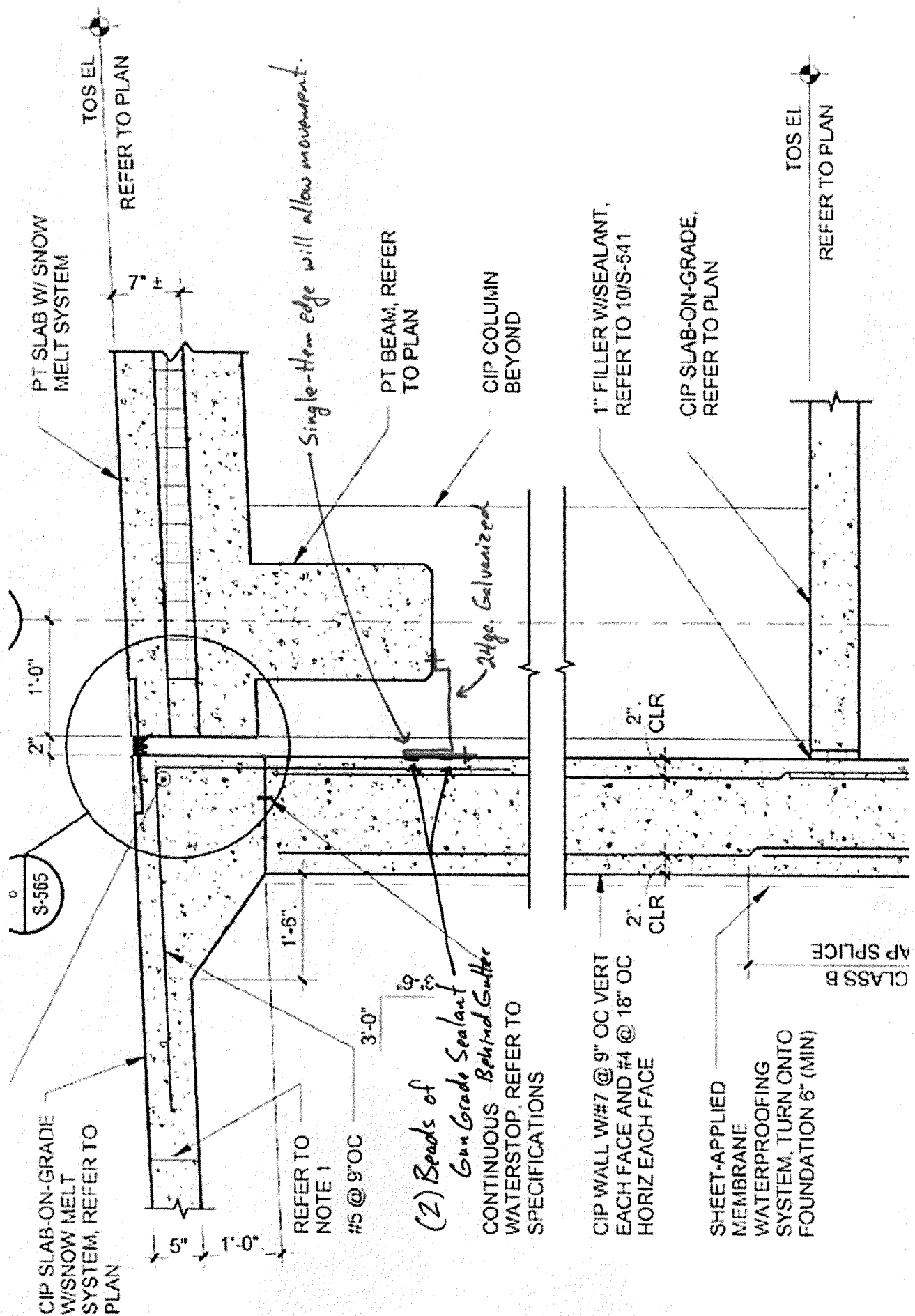
Jeffrey R. Hanson, P.E.
Senior Project Manager

Carl Walker, Inc.
3211 Internet Blvd. Suite 220, Frisco, TX 75034
O 214.619.0700 D 469.777.5141 C 214.471.3868 carlwalker.com

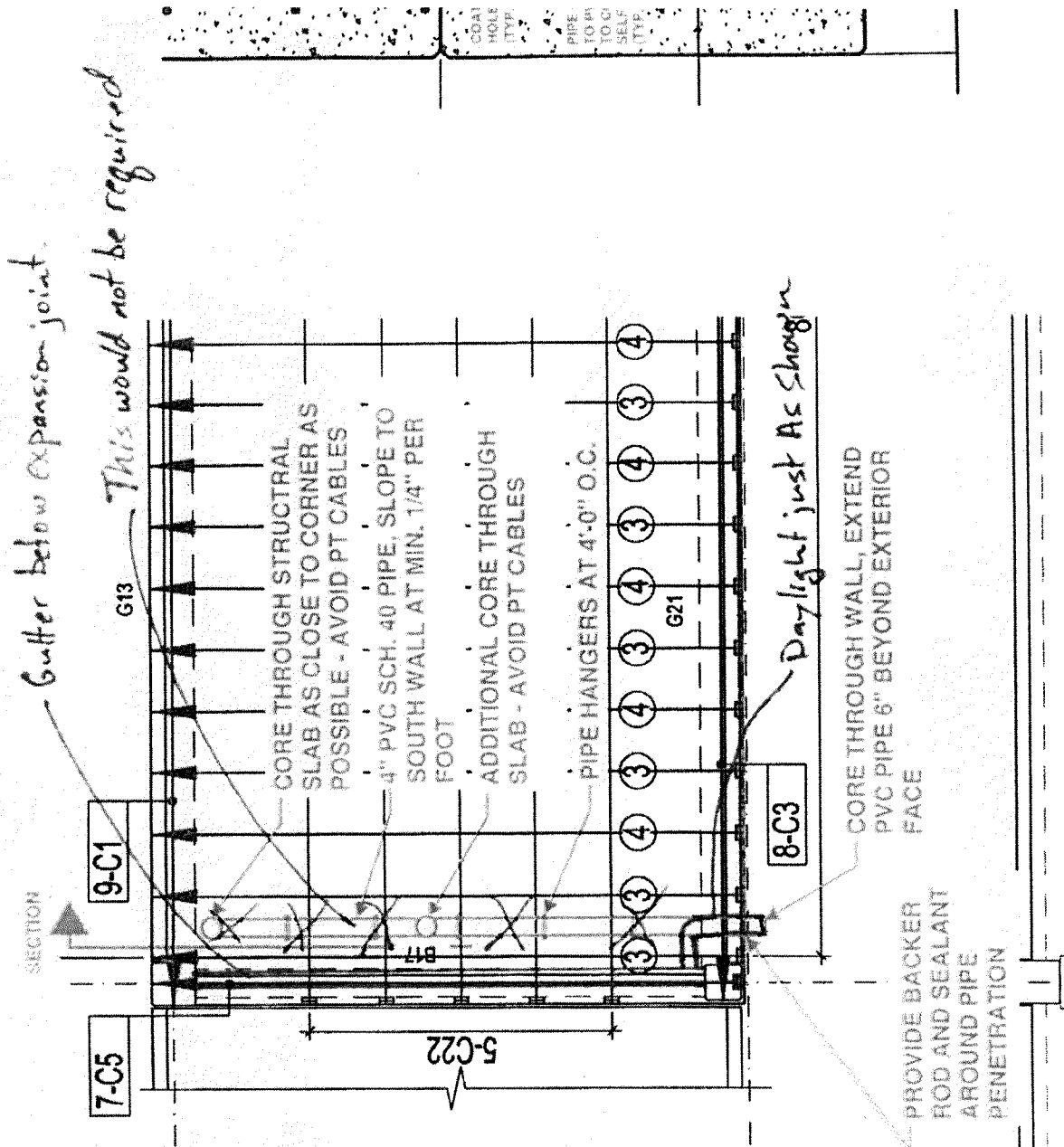
→ Sealants at isolation joints continue to fail. This is the primary source of water entering the topping slab. Recommend replacement with "high-movement" joint sealant. Refer to specification 07 90 00 for acceptable products.

→ This condition needs to be fixed even if water intrusion is reduced with appropriate sealant replacement in the topping slabs. We recommend the contractor discuss the use of Xypex products with their installers and how that can be applied to the cold joints. The only exception would be the joints accessed from the storage rooms (see attached).

Another item that should be checked for proper operation is the double floor drains. The bottom piece of the drain body is to allow water to flow from the drainage layer into the drain body. It is possible that clogged weeps in the bottom piece may be preventing water from draining properly and adding to the problem.



UNDERSLAB DRAINAGE & WEST RAMP WALL



Memo



Date: October 29, 2015

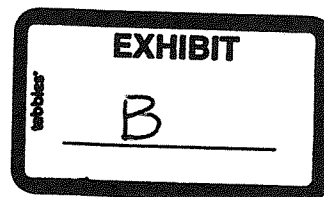
To: Danny Langerot, Crossland Construction
Email: dlangerot@crosslandconstruction.com

From: Jeff Hanson, P.E., **Carl Walker, Inc.**

Project: ICT Parking Project
Wichita, KS

Regarding: **Closeout Documents**

Cc: Levi Swartz, Crossland Construction
Andrew Schoech, Crossland Construction
John Oswald, WAA
Brad Christopher, WAA
Don Dearmont, WAA
Dakota Zimmerman, Ruggles & Bohm



Danny,

In an effort to closeout this project and ensure the work required by the contract documents is complete, please see the below list of items that require correction and/or addition per the project specifications. Please address each item at your earliest convenience.

Workmanship Warranties

1. Construction Specialties – Provide 2 year workmanship warranty per specifications.
2. Apex (Fireproofing) – The workmanship warranty for intumescent coatings needs to be 2 years minimum.
3. General – All warranties must commence on the same date. The specifications require all warranties to commence on the date of Final Acceptance.

Manufacturer Warranties

1. 04 42 05 Terra Cotta – Provide 5 year manufacturer warranty per specifications.
2. 07 18 00 Concrete Sealers – 100% silane sealers were provided on this project. Only provide warranty for applicable products. 100% silane sealers require a 10 year manufacturer warranty, joint and several with installer.
3. 07 42 13 Metal Wall Panels (Morin Panels) – Provide 20 year manufacturer warranty per specifications.
4. 07 90 00 Joint Sealants – Provide manufacturer warranties (joint and several with installer) for all sealant products used on the project.

5. 08 42 29 Automatic Entrances – Provide corrected warranty length of 2 years. Ensure registration of installed materials with manufacturer.
6. 09 53 13 Curved Ceiling Assemblies – Provide manufacturer warranty per specifications.
7. 10 28 00 Toilet Accessories – Provide warranties for all installed products, minimum 2 years.
8. 10 44 16 Fire Extinguishers – Provide actual warranty from manufacturer. Only product data was provided.
9. 14 20 10 Passenger Elevators – Acknowledge that manufacturer warranty was provided in workmanship warranties section. Provide continuing maintenance proposal per specifications, if not already provided.
10. 22 05 33 Heat Trace – Provide 2 year manufacturer warranty per specifications.
11. 26 00 00 Electrical – Provide actual warranties for light fixtures. Only product data was provided. Ensure products have been registered with manufacturer.
12. 26 05 16 Medium Voltage – Provide 40 year manufacturer warranty per specifications.
13. 08 91 00 Louvers – Provide 20 year manufacturer warranty for the louver product. The warranty provided only addresses the Kynar finish.
14. Miscellaneous – Finish on "Terminal" signs north side of garage ramps – The specified finish for these signs was Kynar 500 which typically carries a 15 year manufacturer warranty. The finish provided was Kynar Aquatex, which is not an acceptable equal to Kynar 500. The applied finish (Kynar Aquatex) will be acceptable as long as the installer and/or manufacturer will jointly and severally warrant the finish for a period of 15 years from the date of Final Acceptance. A suitable warranty document shall be added to the closeout package guaranteeing this warranty.

O&M, Testing and Other Information

1. CMI As-Built – Their cover sheet states nothing required for as-built drawings, but revisions should be shown for the re-route of hot water line in the RAC.
2. Plumbing Fixtures – The Oasis and Murdock fountains do not have complete information.
3. York AHU Systems – Page 3 of the submitted information is not legible. Remove all sections/models that do not apply to this project.
4. Provide fire alarm decibel readings.
5. Provide fire alarm/sprinkler system inspection report.
6. Ensure lamps and ballasts are properly registered with the manufacturer(s).
7. Provide load test information for the generator. Provide verification of filling of the tank after testing was complete.
8. Confirm all electrical attic stock (including removed RF fixtures from RAC lobby).
9. Provide all as-built information, copies of manuals, and product warranty information related to the irrigation system.
10. Provide a list of zones served by and the watering schedule for each irrigation controller.
11. Provide original copies of licenses, registrations, and other media as may have been included with the PCS software packages. Ensure all licenses, registrations and warranties have been transferred to Owner.
12. Verify all attic stock provided per specifications. Provide comprehensive transmittal document listing all attic stock received by Owner.

Other Requirements Pursuant to Contract and Specification 01 77 00-3.1

1. Provide Sales Tax Project Completion Form (DO-77) to the Owner (Article 4.21.4.e)
2. Provide Prime Contractor Data Sheet – Project Final Amount (Form 4) (Page SA-5)
3. Provide signed original copies of the Certificates of Substantial Completion. One copy to be sent to Carl Walker, Inc., other copies to accompany closeout packages submitted to owner.
4. Certificates of Occupancy – provide original signed documents to Owner with turnover of closeout packages. Electronic copies have already been received.
5. Certificate of Final Inspection – to be issued upon completion of remaining items on punch list, and upon verification in the field.
6. Final Consolidated Punch List – This has been provided by Crossland for prior issued punch lists. We will require the latest circulated memo to be similarly signed by Crossland representatives and included with the closeout package.
7. Consent of Surety (AIA Document G707) – Submitted with application for final payment. Provide copy to Carl Walker, Inc. Original signed copy to accompany final closeout package submitted to Owner.
8. Affidavit of Payment of Debts and Claims (AIA Document G706) – Submitted with application for final payment. Provide copy to Carl Walker, Inc. Original signed copy to accompany final closeout package submitted to Owner.
9. Final Lien Waiver and Release (Form attached) – Submitted with application for final payment. Provide copy to Carl Walker, Inc. Original signed copy to accompany final closeout package submitted to Owner.

Feel free to contact me with any questions regarding the items above.

Regards,

Jeff Hanson, P.E.
Carl Walker, Inc.